

# M

CHFP025

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legibly, preferably  
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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

# 395

144 769 / 195

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

For official use

Company number

2

5406120

Name of company

\* PARTNERSHIPS IN CARE PROPERTY 6 LIMITED (the "Company")

Date of creation of the charge

6 July 2005

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

DEBENTURE dated 6 July 2005 between the Chargors and the Security Agent (the "Debenture")

Amount secured by the mortgage or charge

All money or liabilities due, owing or incurred to any Secured Party by any Chargor or any other Obligor under any Finance Document as at 6 July 2005 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 Finance Party for or at the request of any Obligor and all losses incurred by any Finance 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

MZA/R546.00412/3761636

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1. CHARGING CLAUSE

1.1 Fixed Charges

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

(a)(i) by way of first legal mortgage, all freehold and leasehold property situate in England and Wales (as specified in part 1 of schedule 2 to the Debenture, as set out in schedule 2 hereto) together with all buildings and fixtures (including trade fixtures) on that property; and

(ii) by way of first mortgage all the Subsidiary Shares and all corresponding Distribution Rights;

Continued on Addendum 4/4

Capitalised Terms are defined in Addendum 2/4

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Ashurst

Date 18/07/05

On behalf of chargee<sup>†</sup>

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

Notes

<sup>†</sup> 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

**M395 Continuation**

Company number

5406120

Name of company

\* insert full name  
of company

\* PARTNERSHIPS IN CARE PROPERTY 6 LIMITED (the "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

\* PARTNERSHIPS IN CARE PROPERTY 6 LIMITED (the "Company")

## Addendum 2/4

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

## NOTE.

In this form:

"Assigned Assets" means the Assigned Agreements (as such term is defined in the Debenture), all Rental Income (as such term is defined in the Senior Credit Agreement and the Junior Credit Agreement) and the benefit of all contracts, deeds, licences, undertakings, agreements, consents, authorisations, rights, warranties, securities, covenants (including the title), guarantees, bonds and indemnities or other documents of any nature as at 6 July 2005 or at any time enjoyed or held by a Chargor and all Value Added Tax payable on the same;

"Blocked Accounts" means the accounts listed in part 1 of schedule 4 of the Debenture (or, as the case may be, part 1 of schedule 4 of the relevant Security Accession Deed) and any interest of the Company in any replacement account or any sub division or sub-account of those accounts;

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

"Chargors" means Partnerships in Care Property 1 Limited (Company Number: 5403392), each of the companies listed in Schedule 1 of the Debenture and as set out in schedule 1 hereto and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;

"Declared Default" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 17.2 (Cancellation and Repayment) of the Senior Credit Agreement and Junior Credit Agreement;

"Default" has the meaning given to it in the Senior Credit Agreement and Junior Credit Agreement;

"Distribution Rights" means all dividends, distributions and other income paid or payable on a Subsidiary Share, together with all shares or other property derived from that Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);

"Events of Default" means (i) prior to the Senior Discharge Date, Events of Default as defined in the Senior Credit Agreement and the Junior Credit Agreement as governed by the Intercreditor Deed and (ii) subsequent to the Senior Discharge Date, Events of Default as defined in the Junior Credit Agreement;

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

"Finance Documents" means the Senior Credit Agreement and the Junior Credit Agreement, each Security Document, the Intercreditor Deed, the OpCo Intercreditor Deed, each Hedging Agreement, each Transfer Certificate, the Fees Letter (as all such terms are defined in the Senior Credit Agreement and Junior Credit Agreement) and any other document designated as a Finance Document by the Obligors and the Facility Agent;

"Finance Parties" means the Arranger, each Agent, each Lender and each Hedging Lender (as all such terms are defined in the Senior Credit Agreement and Junior Credit Agreement);

"Floating Charge Asset" means an asset charged under clause 3.2 (Floating Charge) of the Debenture;

"Intercreditor Deed" has the meaning given to it in the Senior Credit Agreement and Junior Credit Agreement;

"Junior Credit Agreement" means the junior credit agreement dated 6 July 2005 pursuant to which the Lenders have agreed to make available a loan facility of £65,664,000 to Partnerships in Care Property 1 Limited (Company Number: 5403392);

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5406120

Name of company

\* insert full name  
of company

\* PARTNERSHIPS IN CARE PROPERTY 6 LIMITED (the "Company")

"Lenders" means The Royal Bank of Scotland Plc;

"Obligor" means Obligor as such term is defined in the Senior Credit Agreement and Junior Credit Agreement;

"Other Accounts" means the accounts specified in part 2 of schedule 4 to the Debenture (or, as the case may be, part 2 of schedule 4 of the relevant Security Accession Deed) and any interest of a Chargor in any replacement account or any sub division or sub-account of those accounts;

"Properties" means each of the properties listed in schedule 2 (Properties) of the Senior Credit Agreement and Junior Credit Agreement for so long as each such property is owned by an Obligor together with Forest Moor (subject to completion of the purchase of the same) and "Property" means any one of the Properties or any part of the Properties (as the context requires);

"Secured Parties" means the Finance Parties;

"Security Accession Deed" means a deed executed by a member of the Group (as such term is defined in the Senior Credit Agreement and Junior Credit Agreement) substantially in the form set out in schedule 6 to the Debenture, with those amendments which the Security Agent may approve or reasonably require;

"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 senior credit agreement dated 6 July 2005 pursuant to which the Lenders have agreed to make available a loan facility of £393,985,000 to Partnerships in Care Property 1 Limited (Company Number: 5403392);

"Senior Discharge Date" means the date on which all Senior Debt (as such term is defined in the Intercreditor Deed) has been fully discharged and all commitments of the Senior Finance Parties (as such term is defined in the Intercreditor Deed) to the Obligors have expired in accordance with the Senior Finance Documents (as such term is 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 the shares owned by the Company in its Subsidiaries including those listed in part 2 of schedule 2 to the Debenture as set out in schedule 3 hereto.

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Name of company

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\* PARTNERSHIPS IN CARE PROPERTY 6 LIMITED (the "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

\* PARTNERSHIPS IN CARE PROPERTY 6 LIMITED (the "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 3.1(a) of the Debenture, as set out in clause 1.1(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 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 plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto;

(iii) all monies standing to the credit of its accounts (including the Blocked Accounts and the Other Accounts) with any bank, financial institution or other person and all rights related to those accounts;

(iv) its rights as at 6 July 2005 and thereafter to recover VAT on any supplies made to it relating to the Property and any sums so recovered;

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

(v) its goodwill and uncalled capital; and

(vi) if not effectively assigned by clause 3.3 (Security Assignment) of the Debenture, as set out in clause 1.3 below, all its rights and interests in (and claims under) the Assigned Assets.

## 1.2 Floating Charge

As further security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge and/or mortgage under clauses 3.1 (Fixed Charges) of the Debenture, as set out in clause 1.1 above, or assigned under clause 3.3 (Security Assignment) of the Debenture, as set out in clause 1.3 below.

## 1.3 Security Assignment

(a) As further security for the payment of the Indebtedness, the Company has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Assets provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign the Assigned Assets to the Company (or as it shall direct).

(b) Until the occurrence of a Declared Default, but subject to clause 7.3 (Assigned Agreements) of the Debenture, the Company may continue to deal with the counterparties to the relevant Assigned Agreements.

## 1.4 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,

the Security Agent may, by notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards those assets which it specifies in the notice. The Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires.

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## 1.5 Automatic Conversion of Floating Charge

If:

The Company creates (or purports to create) any Security Interest, except as permitted: (i) prior to the Senior Discharge Date by the Senior Credit Agreement, the Junior Credit Agreement and the Intercreditor Deed, (ii) subsequent to the Senior Discharge Date by the Junior Credit Agreement and the Intercreditor Deed, or (iii) 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 Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset.

## 2. FURTHER ASSURANCE

2.1 The 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:

- (a) to perfect and/or protect the security created (or intended to be created) by the Debenture;
- (b) to facilitate the realisation or enforcement of such security;
- (c) to facilitate the exercise of any of the Security Agent's rights, powers or discretions under the Debenture; and/or
- (d) to confer on the Security Agent security over any assets of the Company (in whatever jurisdiction situated) equivalent or similar to the security intended to be conferred by the Debenture;

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.

2.2 Any security document required to be executed by the Company under clause 5.1 of the Debenture will contain clauses corresponding to and no more onerous than the provisions set out in the Debenture.

## 3. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

Except as permitted by the Senior Credit Agreement and Junior Credit Agreement, the Company shall 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, factor, discount 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.



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Name of company

\* insert full name  
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## SCHEDULES

## SCHEDULE 1

## The Chargors

## Chargors

## Registered Number

Partnerships in Care Property 2 Limited	5406092
Partnerships in Care Property 3 Limited	5406109
Partnerships in Care Property 4 Limited	5406112
Partnerships in Care Property 5 Limited	5406117
Partnerships in Care Property 6 Limited	5406120
Partnerships in Care Property 7 Limited	5406122
Partnerships in Care Property 8 Limited	5406123
Partnerships in Care Property 9 Limited	5406127
Partnerships in Care Property 10 Limited	5406132
Partnerships in Care Property 11 Limited	5406140
Partnerships in Care Property 12 Limited	5406148
Partnerships in Care Property 13 Limited	5406155
Partnerships in Care Property 14 Limited	5406163
Partnerships in Care Property 15 Limited	5406176

## SCHEDULE 2

## Details of Properties

None as at 6 July 2005

## SCHEDULE 3

## Subsidiary Shares

None as at 6 July 2005

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05406120

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 6th JULY 2005 AND CREATED BY PARTNERSHIPS IN CARE PROPERTY 6 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGOR OR ANY OTHER OBLIGOR TO ANY SECURED PARTY 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 19th JULY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd JULY 2005.

*[Handwritten signature]*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES