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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

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

For official use

Company number

5406120

Name of company

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

Date of creation of the charge

11 August 2005

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

SUPPLEMENTAL CHARGE dated 11 August 2005 between the Company and the Security Agent
(the "Charge")

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 11 August 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/R546.00412/3783574

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



A16
COMPANIES HOUSE
16/08/05

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) by way of first legal mortgage the property specified in Schedule 1 (Details of the Property) to the Charge, as set out in Schedule 1 hereto, (the "Property") together with all buildings and fixtures (including trade fixtures) on that property; and
- (b) by way of first fixed charge:

- (i) all other interests (not charged under clause 2.1(a) of the Charge, as set out in clause 1.1(a) above) in the Property, the buildings and fixtures (including trade fixtures) on the 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;

Continued on Addendum 4/4

Capitalised Terms are defined in Addendum 2/4

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bold block
lettering*

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 15-08-05

On behalf of chargee[†]

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

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

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 11 August 2005 or at any time enjoyed or held by a Chargor and all Value Added Tax payable on the same;

"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 2 hereto and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;

"Debenture" means the debenture dated 6 July 2005 between, inter alios, the Company, the Chargors named therein and the Security Agent.

"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);

"Junior Credit Agreement" means the junior credit agreement dated 6 July 2005 as amended and restated pursuant to a junior restatement agreement dated 10 August 2005, pursuant to which the Lenders have agreed to make available a loan facility of £67,931,483 to Partnerships in Care Property 1 Limited (Company Number: 5403392);

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

"Property" means each of the properties listed in Schedule 1 (Property) to the Charge, as set out in the Schedule 1 hereto;

"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;

"Senior Credit Agreement" means the senior credit agreement dated 6 July 2005 as amended and restated pursuant to a senior restatement agreement dated 10 August 2005, pursuant to which the Lenders have agreed to make available a loan facility of £407,598,408 to Partnerships in Care Property 1 Limited (Company Number: 5403392);

M395 Continuation

Company number

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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)

(ii) its rights as at 11 August 2005 and thereafter to recover VAT on any supplies made to it relating to the Property and any sums so recovered; and

(iii) if not effectively assigned by clause 2.2 (Security Assignment) of the Charge, as set out in clause 1.2 below, all its rights and interests in (and claims under) the Assigned Assets.

1.2 Security Assignment

As further continuing security for the payment of the Indebtedness, the Company has assigned with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Assets (including the Assigned Agreements specified in Schedule 2 to the Charge (Assigned Agreements)) to the extent they are capable of being assigned and 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 to the Company (or as it shall direct) its rights, title and interest in the Assigned Assets.

2. CONSTRUCTION OF DEBENTURE

The Debenture and the Charge shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include the Charge.

SCHEDULES

SCHEDULE 1

Details of Property

The freehold property known as Oaktree Manor, Heath Road, Tendring, Essex C016 OBX registered with title absolute under title number EXS69088.

SCHEDULE 2

The Chargers

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

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 SUPPLEMENTAL CHARGE DATED THE 11th AUGUST 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 THE ROYAL BANK OF SCOTLAND PLC AS SECURITY TRUSTEE FOR ITSELF AND THE OTHER 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 16th AUGUST 2005.

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

P. 12/2005



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES