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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £10 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

[2][1][1][1]

03966451

Name of company

* AFFINITY HEALTHCARE LIMITED (the "Company")

Date of creation of the charge

24 December 2004

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

DEED OF ACCESSION to a Debenture dated 24 December 2004 (the "Supplemental Deed")

Amount secured by the mortgage or charge

All monies, indebtedness, liabilities and obligations which are as at 24 December 2004 or may at any time thereafter be due, owing or incurred in any manner whatsoever to any Security Beneficiary by any member of the Group whether actually or contingently, whether pursuant to a guarantee or otherwise, whether solely or jointly with any other person, whether as principal or surety and whether or not such Security Beneficiary shall have been an original party to the relevant transaction and in whatever currency denominated including all liabilities from time to time assumed or incurred by any Security Beneficiary at the request of any member of the Group in connection with foreign exchange transactions, acceptances, discounting or otherwise or under guarantees, bonds, indemnities documentary or other credits or any instruments whatsoever and including interest, discount, commission and other lawful charges or reasonable expenses which may in the course of their business charge in respect of the Financing Documents provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("Secured Obligations")

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

THE ROYAL BANK OF SCOTLAND PLC of 5th Floor, 135 Bishopsgate, London EC2M 3UR
(as security agent for the Security Beneficiaries) (in such capacity, the "Security Agent")

Postcode

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

DLA Piper Rudnick Gray Cary UK LLP
3 Noble Street
London EC2V 7EE
KLH/mt/Banking

hugginsk395s\Affinity Healthcare

Time critical reference

For official Use
Mortgage Section

Post room



A02
COMPANIES HOUSE

0424
07/01/05

1. FIXED AND FLOATING CHARGES

1.1 Fixed charges

Without prejudice to the generality of sub-clause 2.1 of the Supplemental Deed, the Company:

1.1.1 with full title guarantee, charged and assigned to the Security Beneficiaries for the payment and discharge of all monies and liabilities by the Supplemental Deed, or by the Debenture, covenanted to be paid or discharged by it, all its property, assets and undertaking on the terms set out in clause 4 of the Debenture including, without limitation:

(a) by way of first legal mortgage all the freehold and leasehold property (if any) vested in or charged to the Company including without limitation the Property specified in schedule 3 hereto excluding the Excluded Property and the Finney Lane Property, together with all buildings and fixtures (including trade fixtures) at any time thereon;

continued on continuation sheet 1, page 4

Particulars as to commission allowance or discount (note 3)

N/A

Signed DLA Piper Rudnick Gray Cary UK LLP Date 6 January 2005

On behalf of XXXXXX [mortgagee/chargee]

Please do not write in this margin

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

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

CHFP025

**Particulars of a mortgage or charge
(continued)**

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

03966451

Name of Company

AFFINITY HEALTHCARE LIMITED (the "Company")

XXXXXX

* delete if
inappropriate

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

NOTE.**In this form:-**

"Charged Assets" means all property and assets from time to time charged by or pursuant to the Debenture;

"Debenture" means the debenture dated 24 December 2004 and made between Ingleby (1640) Limited and Ingleby (1620) Limited as the Existing Charging Companies (1) and the Security Agent (2);

"Encumbrance" includes any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, or any other security agreement or arrangement (excluding retention of title clauses) whether relating to existing or future assets but excludes any Permitted Security;

"Event of Default" has the meaning given to that term:

- (i) (prior to the Senior Discharge Date) (as more particularly defined in the Senior Facilities Agreement) in the Senior Facilities Agreement;
- (ii) (prior to the Senior Mezzanine Discharge Date) (as more particularly defined in the Senior Mezzanine Facility Agreement) in the Senior Mezzanine Facility Agreement; and
- (iii) thereafter, in the Junior Mezzanine Facility Agreement;

"Excluded Property" means that part of the freehold property known as land at Middleton St John, Darlington, registered at HM Land Registry under title number DU123090 and that part of the title number DU13025 (as defined in the definition of MSGH Care Home Property contained in the Share Purchase Agreement) (both terms as more particularly defined in the Senior Facilities Agreement);

"Financing Documents" means the Finance Documents (as defined in the Senior Facilities Agreement) the Senior Mezzanine Finance Documents (as defined in the Senior Mezzanine Facility Agreement), the Junior Mezzanine Finance Documents (as defined in the Junior Mezzanine Facility Agreement);

"Finney Lane Property" means the freehold property known as 102 and 132 Finney Lane, Cheadle, registered at HM Land Registry under title number GM746137;

"Group" means the Parent and its Subsidiaries (both as more particularly defined in the Senior Facilities Agreement) for the time being, each a **"member of the Group"**;

"Group Shares" means all shares specified in schedule 1 hereto, together with stocks, shares, debentures, bonds, warrants, coupons or other securities and Investments owned by the Company, for the avoidance of doubt, excluding the 4,800 'B' Ordinary Shares which the Company is to acquire, on 24 December 2004, in the capital of Affinity Healthcare Limited which it is to immediately sell to Healthcare England Limited (the **"Affinity Shares"**);

"Insurances" means the policies of insurance in which the Company has an interest from time to time but excluding any policies of insurance taken out by the Company for the benefit of a third party;

"Intellectual Property" means all present and future legal and/or equitable interest (including, without limitation, the benefit of all licences in any part of the world) of the Group, in or relating to registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registerable business names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of any member of the Group including, without limitation, the intellectual property rights specified in Schedule 2 to the Debenture (Intellectual Property);

continued on continuation sheet 2, page 2

Please do not
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binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

- (b) by way of first fixed charge the Finney Lane Property;
- (c) by way of first fixed charge and floating charge, all of the Intellectual Property including but not limited to the Intellectual Property specified in schedule 2 hereto; and
- (d) by way of first fixed charge and floating charge, all of the Group Shares specified in schedule 1 hereto together with all Related Rights from time to time accruing thereto.

1.2 As a continuing security for the payment of the Secured Obligations, the Company, with full title guarantee, charged, and agreed to charge, in favour of the Security Agent all its present rights, title and interest in and to the following assets which are at any time owned by the Company, or in which the Company is from time to time interested:

1.2.1 by way of first legal mortgage all the Property (excluding the Finney Lane Property) vested in or charged to the Company including, without limitation, the Property specified in schedule 1 (Property) hereto;

1.2.2 by way of first legal mortgage all other freehold and leasehold property (if any) wherever situated (excluding the Finney Lane Property and the Excluded Property) together with all buildings and fixtures (including trade fixtures) at any time thereon;

1.2.3 by way of first fixed charge all other interests (not being charged by clause 3.1.1 or 3.1.2 of the Debenture) in any freehold or leasehold property vested in or charged to the Company including the Finney Lane Property, the buildings and fixtures (including trade fixtures) at any time thereon, 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;

1.2.4 by way of first fixed charge all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same;

1.2.5 by way of first fixed charge all Investments and Group Shares together with all Related Rights from time to time accruing thereto;

1.2.6 by way of first fixed charge all rights and interests of the Company in, and claims under, the Insurances and all proceeds thereof held by, or written in favour of, the Company or in which the Company is otherwise interested;

1.2.7 by way of first fixed charge all its right, title, interest and benefit in and to the Security Accounts, which for the avoidance of doubt shall exclude the Patient Accounts, all monies standing to the credit of the Security Accounts (excluding the Patient Accounts), all interest accrued on monies standing to the credit of the Security Accounts (excluding the Patient Accounts) and all rights of the Company to repayment of any of the foregoing;

1.2.8 by way of first fixed charge all monies standing to the credit of the Company from time to time on any and all accounts with any bank, financial institution, or other person excluding all monies standing to the credit of the Patient Accounts;

1.2.9 by way of first fixed charge all Intellectual Property;

continued on continuation sheet 2, page 4

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Particulars of a mortgage or charge (continued)

Please do not
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Continuation sheet No 2
to Form No 395 and 410 (Scot)

Please complete
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Company Number

03966451

Name of Company

AFFINITY HEALTHCARE LIMITED (the "Company")

~~XXXXXX~~

* delete if
inappropriate

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

"Junior Mezzanine Facility Agreement" means the junior mezzanine facility agreement dated 24 December 2004 and entered into between (1) Ingleby (1640) Limited as the Parent, (2) Ingleby (1620) Limited as the Company, (3) the subsidiaries of the Parent listed in part 1 of schedule 1 thereto as the Original Junior Mezzanine Guarantors, (4) RBS Mezzanine Limited as Junior Mezzanine Arranger, (5) the Original Junior Mezzanine Lenders as defined therein, (6) RBS Mezzanine Limited as Junior Mezzanine Agent and (7) The Royal Bank of Scotland plc as Security Agent as the same may be amended, supplemented, novated or restated from time to time;

"Parent" means Ingleby (1640) Limited a company incorporated in England with company registration number 05305312;

"Patient Accounts" means those accounts of patients of members of the Group with HSBC Bank plc managed by members of the Group;

"Permitted Security" means:

- (i) Security constituted or evidenced by the Security Documents and the Investor Security Documents;
- (ii) any set off or lien arising by operation of law or in the ordinary course of business;
- (iii) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of any banking arrangements or derivative transaction permitted to be entered into by the terms of the Senior Facilities Agreement;
- (iv) any retention of title, right of set-off or similar arrangements entered into in the ordinary course of business;
- (v) any Security over or affecting any asset acquired by a member of the Group after the Completion Date if:
 - (a) the Security was not created in contemplation of the acquisition of that asset by a member of the Group;
 - (b) the principal amount of the Financial Indebtedness secured has not been increased in contemplation of, or since the acquisition of that asset by a member of the Group; and
 - (c) such Security is removed or discharged within 90 days after the date of acquisition of such asset;
- (vi) any Security existing over or affecting any asset of any company which becomes a member of the Group after the Completion Date where the Security is created prior to the date on which that company becomes a member of the Group if:
 - (a) the Security was not created in contemplation of the acquisition of that company;
 - (b) the principal amount of the Financial Indebtedness secured has not been increased in contemplation of, or since the acquisition of that company; and
 - (c) such Security is discharged within 90 days of that company becoming a member of the Group;
- (vii) any Security in favour of an Ancillary Lender over goods or documents of title to goods arising in the ordinary course of issuing Obligations, bonds or guarantees pursuant to an Ancillary Facility Letter;
- (viii) liens, charge, power of sale or mortgage arising in respect of unpaid Taxes or in favour of any taxing authority;
- (ix) any deposit made for the purpose of securing obligations under a rental agreement in respect of a property;
- (x) the right to set-off concerning HSBC Bank plc in relation to a cash deposit of £47,500 relating to hedging exposure of the Group existing as at 24 December 2004;
- (xi) any other Security not otherwise permitted under paragraphs (i) to (ix) PROVIDED THAT the aggregate fair market value (as at the date the Security is created) of all the assets subject to such Security and transactions similar to Security permitted by clause 26.8 (Transactions similar to Security) to the Senior Facilities Agreement does not exceed £100,000 at any time (all terms as more particularly defined in the Senior Facilities Agreement);

continued on continuation sheet 3, page 2

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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1.2.10 by way of first fixed charge the benefit of all licences (save for any licences, the terms of which expressly prohibit the Company from charging the benefit thereof) consents, agreements and authorisations held or utilised by the Company in connection with its business or the use of any of its assets;

1.2.11 to the extent not effectively assigned under clause 3.2 (Assignment) of the Debenture by way of first fixed charge all Receivables; and

1.2.12 by way of first fixed charge all the goodwill and uncalled capital of the Company.

1.3 Assignment

As a continuing security for the payment of the Secured Obligations, the Company, with full title guarantee, assigned (to the fullest extent capable of assignment) in favour of the Security Agent all the rights, title, interest and benefit of the Company in and to

1.3.1 the Receivables;

1.3.2 the Relevant Contracts together with all rights and remedies in connection therewith and all proceeds and claims arising therefrom; and

1.3.3 the Insurances, all claims under the Insurances and all proceeds thereof.

1.4 Floating charge

As further continuing security for the payment of the Secured Obligations, the Company charged with full title guarantee in favour of the Security Agent by way of first floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future not effectively charged by way of first fixed mortgage or charge pursuant to the provisions of clauses 3.1 (Fixed charges) of the Debenture and 3.2 (Assignment) of the Debenture save for the Excluded Property and the Affinity Shares and including, without prejudice to the generality of the foregoing, heritable property and all other property and assets in Scotland.

1.5 Qualifying floating charge

Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Supplemental Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

2. CONVERSION OF FLOATING CHARGE

2.1 Conversion of floating charge

The Security Agent may by written notice to the Company convert the floating charge created by the Supplemental Deed into a fixed charge as regards all or any of the Company's assets specified in the notice if:

2.1.1 an Event of Default has occurred and is continuing, unremedied or unwaived; or

continued on continuation sheet 3, page 4

Please complete
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Particulars of a mortgage or charge (continued)

Please do not
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Continuation sheet No 3
to Form No 395 and 410 (Scot)

Please complete
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Company Number

03966451

Name of Company

AFFINITY HEALTHCARE LIMITED (the "Company")

XXXXXX

* delete if
inappropriate

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

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) at 24 December 2004, or at any time thereafter, belonging to the Company, or in which the Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in schedule 3 hereto (Property) but excluding the Excluded Property), together with:

- (i) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (ii) all easements, rights and agreements in respect thereof;
- (iii) all proceeds of sale of that property; and
- (iv) the benefit of all covenants given in respect thereof;

"Receivables" means:

- (i) all present and future book and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts recoverable or receivable by the Company from other persons or due or owing to the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever);
- (ii) the benefit of all rights and remedies relating to any of the foregoing including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Encumbrances, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights; and

- (iii) all proceeds of any of the foregoing;

"Related Rights" means, in relation to any Investments or Charged Shares (both as more particularly defined in the Debenture), all dividends, distributions and other income paid or payable on the relevant Investment or Charged Shares (as the case may be), together with (a) all shares or other property derived from the relevant Investment or Charged Shares (as the case may be) and (b) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Charged Shares (whether by way of conversion, redemption, bonus, preference, option or otherwise);

"Relevant Contract" means each of the agreements specified in of schedule 4 (Relevant Contracts) hereto together with each other agreement supplementing or amending or novating or replacing the same;

"Security Accounts" has the meaning ascribed to that term in clause 11.1.2 of the Debenture;

"Security Beneficiaries" means together each of the Finance Parties (as defined in the Senior Facilities Agreement) the Senior Mezzanine Finance Parties (as defined in the Senior Mezzanine Facility Agreement), the Junior Mezzanine Finance Parties (as defined in the Junior Mezzanine Facility Agreement) (each a **"Security Beneficiary"**);

"Senior Facilities Agreement" means the senior credit facilities agreement dated 24 December 2004 and entered into between (1) Ingleby (1640) Limited as the Parent, (2) Ingleby (1620) Limited as the Company, (3) the subsidiaries of the Parent listed in part 1 of schedule 1 thereto as the Original Borrowers, (4) the subsidiaries of the Parent listed in part 1 of schedule 1 thereto as the Original Guarantors, (5) The Royal Bank of Scotland plc as Mandated Lead Arranger, (6) the Original Lenders as defined therein, (7) The Royal Bank of Scotland plc as Issuing Lender and (8) The Royal Bank of Scotland plc as Facility Agent and Security Agent as the same may be amended, supplemented, novated or restated from time to time;

"Senior Mezzanine Facility Agreement" means the senior mezzanine facility agreement dated 24 December 2004 and entered into between (1) Ingleby (1640) Limited as the Parent, (2) Ingleby (1620) Limited as the Company, (3) the subsidiaries of the Parent listed in part 1 of schedule 1 thereto as the Original Senior Mezzanine Guarantors, (4) RBS Mezzanine Limited as Senior Mezzanine Arranger, (5) the Original Senior Mezzanine Lenders as defined therein, (6) RBS Mezzanine Limited as Senior Mezzanine Agent and (7) The Royal Bank of Scotland plc as Security Agent as the same may be amended, supplemented, novated or restated from time to time.

continued on continuation sheet 4, page 2

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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2.1.2 the Security Agent, acting in good faith, is of the opinion (acting reasonably) that those assets are in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

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2.2 Automatic conversion of floating charge

The floating charge created by the Company under the Supplemental Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge:

2.2.1 in relation to any of the Charged Assets subject to the floating charge created by clause 4.1 (Conversion of floating charge) of the Debenture (a "**Floating Charge Asset**") if the Company creates (or purports to create) an Encumbrance on or over the relevant Floating Charge Asset without the prior consent in writing of the Security Agent; or

2.2.2 if any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Floating Charge Asset which is not disputed by the Company acting in good faith; or

2.2.3 over all Charged Assets of the Company which are subject to a floating charge if an administrator is appointed in respect of the Company.

2.3 No waiver

The giving by the Security Agent of a notice pursuant to clause 4.1 (Conversion of floating charge) of the Debenture in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any of the other rights of the Security Agent and/or the Security Beneficiaries.

3. CONTINUING SECURITY

3.1 The Supplemental Deed shall be in addition to, and without prejudice to and shall not merge with, any other right, remedy, guarantee, mortgage or other security which the Security Agent and/or the Security Beneficiaries may at any time hold for any of the Secured Obligations and the Supplemental Deed may be enforced against the Company without the Security Agent and/or the Security Beneficiaries first having recourse to any other right, remedy, guarantee, mortgage or other security held or available to it.

3.2 The Supplemental Deed shall remain in full force and effect as a continuing security until the Security Agent shall have certified in writing that the Secured Obligations have been discharged in full.

4. NEGATIVE PLEDGE

Save as permitted by the terms of the Financing Documents the Company covenants with the Security Agent that, during the continuance of the security created by the Supplemental Deed, it shall not without the prior written consent of the Security Agent:

4.1 create or permit to subsist any Encumbrance upon any of the Charged Assets other than a Permitted Security; and

continued on continuation sheet 4, page 4

CHFP025

Particulars of a mortgage or charge (continued)

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Continuation sheet No 4
to Form No 395 and 410 (Scot)

Please complete
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Company Number

03966451

Name of Company

AFFINITY HEALTHCARE LIMITED (the "Company")

XXXXXX

* delete if
inappropriate

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

SCHEDULE 1
Details of Group Shares

Charging Company	Name of company in which shares are held	Class of Shares	Number of shares held
Affinity Healthcare Limited	Cheadle Royal Healthcare Limited	Ordinary shares of £1 each	97
Affinity Healthcare Limited	Middleton St George Healthcare Limited	Ordinary shares of £1 each	1

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

SCHEDULE 2
Intellectual Property - Domain Names

Proprietor	Domain Name
Affinity Healthcare Limited	affinityhealthcare.co.uk
Affinity Healthcare Limited	cheadleroyalhealthcare.co.uk

SCHEDULE 3
Property

Details of Registered Land

None

Details of Unregistered Land

None

SCHEDULE 4
Relevant Contracts

None

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

4.2 sell, transfer, lease, lend or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets other than the Floating Charge Assets, on arms length terms in the ordinary course of trading.

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

5. FURTHER ASSURANCE

5.1 The Company will, whenever requested by the Security Agent and at its own expense, promptly execute such deeds or documents and take any action reasonably required by the Security Agent to perfect and protect the security created (or intended to be created) by the Debenture or to facilitate the realisation thereof or otherwise to enforce the same or exercise any of the rights of the Security Agent under the Supplemental Deed. In particular, but without limitation, the Company will:

5.1.1 execute a valid legal mortgage or, in the case of property located in Scotland a standard security, in such form as the Security Agent shall reasonably require of any freehold or leasehold property (excluding the Excluded Property and the Finney Lane Property) as at 24 December 2004 or in the future belonging to the Company which is not effectively charged by way of legal mortgage by the Supplemental Deed;

5.1.2 execute a legal assignment in such form as the Security Agent may reasonably require over all or any of the Receivables and give notice of such assignment to the relevant debtors;

5.1.3 following conversion of the Floating Charge created pursuant to clause 4 (Conversion of a Floating Charge) of the Debenture, a valid fixed charge in such form as the Security Agent may reasonably require over any asset the subject of the floating charge under the Supplemental Deed; and,

5.1.4 otherwise execute all transfers, assignments, conveyances and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Security Agent may think expedient (acting reasonably).

5.2 The Company shall indemnify the Security Agent for reasonable costs incurred by it relating to the preparation of any security document required to be executed by the Company pursuant to clause 7.1 of the Debenture and such security documents will contain terms and conditions which are no more onerous than those contained in the Supplemental Deed.

5.3 The Company as registered proprietor by the Supplemental Deed appoints the Security Agent as its agent to apply for the particulars of the Supplemental Deed and of the interest of the Security Agent in the Intellectual Property and any other or future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of the Company to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994 and the Company agreed to execute all documents and forms required to enable such particulars to be entered on the Register of Trade Marks.

6. RECEIVABLES

6.1 Dealings with and realisation of Receivables

The Company will save as permitted by the Financing Documents, without prejudice to clause 6 (Negative Pledge) of the Debenture but in addition to the restrictions in that clause, not, without the prior written consent of the Security Agent, sell, assign, charge, factor or discount or in any other manner deal with any of the Receivables.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03966451

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED THE 24th DECEMBER 2004 AND CREATED BY AFFINITY HEALTHCARE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY MEMBER OF THE GROUP TO ANY SECURITY BENEFICIARY 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 7th JANUARY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th JANUARY 2005.

A handwritten signature in black ink, appearing to be 'DPR'.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES