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COMPANIES FORM No 395

Particulars of a mortgage or charge

395

CHFP000

A fee of £13 is payable to Companies House in respect of each register entry for the mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

Please do not write in this margin

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

*insert full name of company

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

For Official use

Company Number

5867920

Name of Company

Care Management Group (Acquisition) Limited (the "Company")

Date of creation of the charge

15 August 2006

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

Fixed and Floating Security Document (the "Debenture") dated 15 August 2006 between the Company and Dresdner Bank AG Niederlassung Luxemburg (the "Security Trustee", which expression includes its successors in title, permitted assigns and permitted transferees)

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

Dresdner Bank AG Niederlassung Luxemburg as Security Trustee (for the benefit of the Finance Parties and the and the Investor) 6A, route de Trèves, L-2633 Luxemburg-Senningerberg

Postcode

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

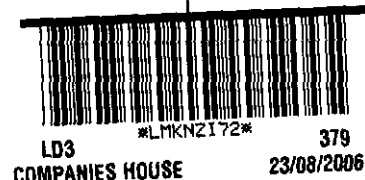
Linklaters
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000

Ref: SBL/PIAD

Time critical reference

For official Use
Mortgage Section

Post room



(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write
in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Linklaters

Date 22 August 2006

On behalf of chargee

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Note

[†] 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, e.g. "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 including 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 CF4 3UZ

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The "Liabilities", which are defined in the Debenture as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Company to any Finance Party under or in connection with any Finance Document or the Investor under or in connection with any Investor Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) but not any liability to the extent that it would result in the Debenture constituting unlawful financial assistance within the meaning of Section 151 of the Companies Act 1985 or any equivalent and applicable provisions under the laws of the jurisdiction of incorporation of the Company.

Short particulars of all the property mortgaged or charged**1 Fixed Charges**

The Company, with full title guarantee and as security for the payment of all Liabilities charged in favour of the Security Trustee (as trustee for the Finance Parties and the Investor):

1.1 Present Real Property: by way of first legal mortgage, all Real Property in England and Wales (including that described in Schedule 2 (*Real Property*) to the Debenture, as set out in Note (C)) belonging to it at the date of the Debenture.

1.2 Future Real Property: by way of first fixed equitable charge, all other Real Property now belonging to it at the date of the Debenture and all Real Property acquired by it in the future.

1.3 Other Assets: by way of first fixed charge, all its present and future:

- (a) Book Debts except those assigned pursuant to Clause 5 (*Assignment*) of the Debenture;
- (b) Bank Accounts except those assigned pursuant to Clause 5 (*Assignment*) of the Debenture;
- (c) Investments (including the Shares);
- (d) uncalled capital and goodwill;
- (e) Intellectual Property;
- (f) plant and machinery (except that mortgaged or charged by the Security described in paragraphs 1.1. (*Present Real Property*) or 1.2 (*Future Real Property*) above and Related Rights;
- (g) rights, title and interest under any General Contract except those assigned pursuant to Clause 5 (*Assignment*) of the Debenture;
- (h) benefit of all present and future Authorisations held in connection with its business or the use of any Charged Asset specified in any other sub-paragraph of this Clause 1.3 (*Other Assets*) and the right to recover and receive all compensation which may be payable in respect of them;
- (i) future easements and other rights at any time vested in, or conferred on the Company in connection with or otherwise for the benefit of the Charged Assets;
- (j) (to the extent that they are not subject to an effective assignment under Clause 5 (*Assignment*) of the Debenture)) Insurances;
- (k) (to the extent that they are not subject to an effective assignment under Clause 5 (*Assignment*) of the Debenture)) all rights, title and interest under each Hedging Agreement; and
- (l) (to the extent that they are not subject to an effective assignment under Clause 5 (*Assignment*) of the Debenture)) all rights, title and interest under each Permitted Development Document and any other agreement relating to the development and refurbishment of Real Property.

2 Floating Charge

2.1 Creation: The Company, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Trustee (as trustee for the Finance Parties and the Investor) by way of first floating charge, its undertaking and all its assets, both present and future (including

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assets expressed to be charged by the Security described in paragraph 1 (*Fixed Charges*) above or assigned by Clause 5 (*Assignment*) of the Debenture).

Note (A): The Debenture provides that:

- 1 **Security:** The Company shall not create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by clause 23.14 (*Negative pledge*) of the Facility Agreement, except as permitted by that clause.
- 2 **Disposal:** The Company shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license transfer or otherwise dispose of any Charged Asset except as permitted by clause 23.15 (*Disposals*) of the Facility Agreement.
- 3 **Conversion by Notice:** The Security Trustee may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice in writing to the Company specifying the relevant Charged Assets (either generally or specifically):
 - 3.1 if it reasonably considers it necessary to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges; and/or
 - 3.2 while an Enforcement Event is continuing.
- 4 **Automatic Conversion:** If:
 - 4.1 the Company takes any step to create any Security in breach of paragraph 1 (*Security*) of this Note (A) over any of the Charged Assets not subject to a fixed Charge; or
 - 4.2 any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

Note (B): In this Form, except to the extent that the context requires otherwise:

"**Agent**" means Dresdner Bank AG, London Branch.

"**Arranger**" means Dresdner Bank AG, London Branch.

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Bank Accounts**" of the Company means all current, deposit or other accounts with any bank or financial institution in which the Company at the date of the Debenture or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts and Related Rights.

"**Book Debts**" of the Company means all book and other debts of any nature, and all other rights to receive money at the date of the Debenture or in the future due, owing or payable to the Company and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.

"**Charged Assets**" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

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"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Debenture and any Mortgage.

"Enforcement Event" means an Event of Default.

"Event of Default" shall have the meaning given to the term in the Facility Agreement.

"Facility Agreement" means the facilities agreement dated on or about the date of the Debenture between amongst others Care Management Group (Acquisition) Limited as original borrower, Dresdner Bank AG London Branch as mandated lead arranger, Dresdner Bank AG London Branch as original lender, Dresdner Bank AG Niederlassung Luxemburg as agent and Dresdner Bank AG Niederlassung Luxemburg as security trustee.

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

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus (but excluding all landlord's fixtures in relation to any leasehold property).

"Freehold Property" shall have the meaning given to the term in the Facility Agreement.

"General Contracts" means any contract or agreement including any contract or other document relating to or in any way connected with the appointment of any managing agent of any Real Property.

"Hedging Agreements" has the meaning given to it in the Facility Agreement and Related Rights.

"Insurances" of the Company means all contracts and policies of insurance of any kind at the date of the Debenture or in the future taken out by or on behalf of the Company or (to the extent of its interest) in which the Company at the date of the Debenture or in the future has an interest and Related Rights.

"Intellectual Property" of the Company means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which the Company at the date of the Debenture or in the future owns or (to the extent of its interest) in which the Company at the date of the Debenture or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same) and Related Rights.

"Investments" of the Company means:

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

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in each case at the date of the Debenture or in the future owned by the Company or (to the extent of its interest) in which the Company at the date of the Debenture or in the future has an interest and Related Rights.

"Investor" means Care Management Group (Funding) Limited.

"Leasehold Property" shall have the meaning given to the term in the Facility Agreement.

"Lender" shall have the meaning given to the term in the Facility Agreement.

"Mortgage" means a mortgage or charge entered into or to be entered into by the Company in respect of Real Property situated in England and Wales substantially in the form set out in Schedule 7 (*Form of Legal Mortgage*) of the Debenture or any other form agreed between the Security Trustee and the Company.

"Permitted Development Document" shall have the meaning given to the term in the Facility Agreement.

"Real Property" means Freehold Property and Leasehold Property in England and Wales and other Real Property (as defined in the Facility Agreement) anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon).

"Related Rights" means, in relation to any asset, all or any:

- (a) proceeds of sale of all or any part of that asset;
- (b) rights under any licence, agreement for sale, agreement for purchase, or agreement for lease in respect of that asset;
- (c) rights, benefits, claims, contracts, guarantees, warranties, representations (including given by manufacturers, suppliers, installers or any other third party or other person), remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) moneys, claims and proceeds paid or payable in respect of that asset (including any sums of money, claims or proceeds deriving from or in relation to any court or arbitration, order, judgment or award).

"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.

"Shares" means those shares listed in Schedule 3 (*Shares*) of the Debenture as set out in Note (D).

Note (C): The Real Property specified in Schedule 2 (*Real Property*) of the Debenture is as follows:

None specified

Note (D): The Investments specified in Schedule 3 (*Shares*) of the Debenture are as follows:

- 44,375 A Ordinary shares of £0.10 each
- 18,846 B Ordinary Shares of £0.10 each
- 6,924 C Ordinary Shares of £0.10 each
- 1,154 D Ordinary Shares of £0.10 each

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- 17,215 Deferred Shares of £0.10 each

Note (E): The Bank Accounts specified in Schedule 4 (*Bank Accounts*) of the Debenture are as follows:

- General Bank Account: Sort Code: 205330 Account Number: 90278157
- Capex Account: GBP Current Account (00) 171967
- Holding Account: GBP Current Account (00) 171979
- Mandatory Prepayment Account - GBP Current Account (00) 171980

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05867920

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY DOCUMENT DATED THE 15th AUGUST 2006 AND CREATED BY CARE MANAGEMENT GROUP (ACQUISITION) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY FINANCE PARTY 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 AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th AUGUST 2006.

C. Ceri



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES