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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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



For official use

Company number



05328138

Name of company

* Southern Cross Healthcare Group PLC (the "Charging Company")

Date of creation of the charge

7 July 2006

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

Debenture dated 7 July 2006 made between the Charging Company and others (1) in favour of Barclays Bank PLC (in its capacity as Security Agent for the Beneficiaries (as defined in the attached Schedule)) (2) (the "Debenture").

Amount secured by the mortgage or charge

The Secured Sums (as defined in the attached Schedule).

References to any Finance Document include references to such Finance Document as varied in any manner from time to time, even if changes are made to the composition of the parties to such document or to the nature or amount of any facilities made available under such document.

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

Barclays Bank PLC (in its capacity as Security Agent for the Beneficiaries (as defined in the attached Schedule)), 5 The North Colonnade, Canary Wharf, London

Postcode E14 4BB

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

Lovells
Atlantic House
Holborn Viaduct
London
EC1A 2FG

F3/GKTH/VB/1678165

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



LD2
COMPANIES HOUSE

LOG28H9M

151
20/07/2006

Short particulars of all the property mortgaged or charged

See Part II of the attached Schedule.

The attached Schedule refers to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges.

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)

Not applicable.

Signed

houelle

Date

19 July 2006

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee 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 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

SCHEDULE TO FORM 395 FOR SOUTHERN CROSS HEALTHCARE GROUP PLC

Part I

Definitions

In this Schedule, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Schedule to the Debenture or to any other document (including any Finance Document) include reference to the Debenture, or to such other document, as varied in any manner from time to time. In this Form 395 the following expressions have the following meanings respectively set out below:

"Account Bank" means Barclays Bank PLC acting through its branch at 5 The North Colonnade, Canary Wharf, London E14 4BB, each other bank with which the Charging Company is permitted to have a bank account under the Facilities Agreement or such other bank as the Security Agent may from time to time specify;

"Act" means the Companies Act 1985;

"Agent" means Barclays Bank PLC;

"Assets" means all the Charging Company's undertaking, property, assets, revenues and rights of every description, or any part of them;

"Beneficiary" means each Senior Finance Party from time to time and any Receiver or Delegate (each term as defined in the Facilities Agreement);

"Chargor" means each company named in Part IV (*The Chargors*) of this Schedule and (with effect from its accession) each other company which executes a deed of accession and charge and any company which subsequently adopts the obligations of a Chargor;

"Collection Account" means the Charging Company's accounts with the Account Bank and/or such other accounts as the Parent and the Security Agent shall agree into which the Charging Company is required pursuant to Clause 6.1 to pay its Receivables;

"Debenture Date" means 7 July 2006;

"Derivative Rights" means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investments;

"Excluded Investments" means the Investments in Highfield Operations Limited and Highfield Operations No. 2 Limited held by Highfield Holdings Limited to the extent that the Investments in Highfield Operations Limited are prohibited from being charged by Quercus (Nursing Homes) Limited pursuant to a share charge dated 31 January 2001 and to the extent that the Investments in Highfield Operations No. 2 Limited are prohibited from being charged by Quintain (No.5) Limited pursuant to a share charge dated 19 January 2001.

"Facilities Agreement" means the facilities agreement dated 7 July 2006 between Southern Cross Healthcare Group PLC (as the Parent), the Companies listed as Original Borrowers, the Companies listed as Original Guarantors, Barclays Capital (as Arranger and Bookrunner) and Barclays Bank PLC (as Original Lender, Agent, Security Agent and Issuing Bank);

"Finance Document" means the Facilities Agreement, any Accession Letter, any Hedging Agreements, any Ancillary Document, any Letter of Credit, any Compliance Certificate, any Fee Letter, any Selection Notice, the Syndication Letter, any Transaction

Security Document, any Utilisation Request and any other document designated as such by the Agent and the Parent (each term as defined in the Facilities Agreement);

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3.1 (*Assignments*) or within a mortgage or fixed charge created by Clause 3.2 (*Fixed security*);

"Floating Charge Asset" means an Asset for the time being comprised within the floating charge created by Clause 3.3 (*Creation of Floating Charge*) but, if it is also a Fixed Security Asset only in so far as concerns the floating charge over that Asset.

"Group" means the Parent and its Subsidiaries for the time being;

"Hedge Counterparty" means a Lender or an Affiliate of a Lender which enters into a Hedging Agreement (each term as defined in the Facilities Agreement);

"Hedging Agreements" means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Parent and each other Borrower of Facility A Loans and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Term Facilities (each term as defined in the Facilities Agreement);

"Insurance Policy" means any contract or policy of insurance of the Charging Company (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Charging Company or, (to the extent of its interest) in which the Charging Company has an interest at any time;

"Intellectual Property" means all of the Charging Company's patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and in each case, any extensions and renewals of, and any applications for, such rights;

"Intellectual Property Rights" means all and any of the Charging Company's Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to Clause 3.2 (*Fixed security*) (b) (viii) to (xii) inclusive;

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Part III of the Financial Services and Markets Act 2000 (Regulated Activities Order 2001, SI 2001/544 (as amended))), whether certificated or uncertificated and whether in registered or bearer form, including all depositary interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise;

"Land" includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (excluding trade and tenant's fixtures);

"Material Land" means any leasehold property from time to time owned by the Charging Company, which has a market value of more than £200,000 and contains no forfeiture provisions or which is of strategic or operational significance to the Group;

"Parent" means Southern Cross Healthcare Group PLC a limited liability company incorporated in England and Wales under the Act with registered number (5328138);

"Permitted Disposal" has the meaning given to it in the Facilities Agreement;

"Permitted Security" has the meaning given to it in the Facilities Agreement;

"Permitted Transaction" has the meaning given to it in the Facilities Agreement;

"Receivables" means all the Charging Company's sums of money receivable by it at the Debenture Date or in the future consisting of or payable under or derived from any Asset described in Clause 3.2 (*Fixed security*);

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Charging Company to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with:

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document; and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents;

"Security" includes any mortgage, charge, pledge, lien, hypothecation, assignment or deposit by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Security Agent" means Barclays Bank PLC acting as security agent and trustee for the Beneficiaries and includes any successor appointed by the Beneficiaries pursuant to the Finance Documents;

"Senior Finance Party" the Agent, the Security Agent, the Arranger, the Lenders, the Issuing Bank a Hedge Counterparty and any Ancillary Lender (each as defined in the Facilities Agreement unless otherwise defined in this Schedule);

"Specified Investments" means, in relation to the Charging Company, all Investments other than the Excluded Investments, which at any time:

- (a) represent a holding in a Subsidiary of such Charging Company or an undertaking which would be its subsidiary undertaking if in section 258(2)(a) of the Act "30 per cent or more" were substituted for "a majority";
- (b) are held in the name of the Security Agent or its nominee or to its order; or
- (c) such Charging Company has deposited the certificates for the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee;

"Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in paragraph 3(c) of Part 1 of Schedule 2 (*Conditions Precedent*) of the Facilities Agreement, any document required to be delivered to the Agent under paragraph 12 of Part 2 of Schedule 2 (*Conditions Precedent*) of the Facilities Agreement together with any other document, including for the avoidance of doubt any relevant accession deeds entered into by any Obligor (as defined in the Facilities Agreement) creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

Part II

Particulars of property mortgaged or charged

1. Assignments

- (a) As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, assigned to the Security Agent to the extent applicable to it by way of security:
- (i) all of its rights, title and interest from time to time in respect of sums payable to it pursuant to the Insurance Policies; and
 - (ii) all its rights, title and interest from time to time in respect of the Hedging Agreement,

provided that on payment or discharge in full of the Secured Sums the Security Agent will at the request and cost of the Charging Company reassign any of the Insurance Policies and/or the Hedging Agreement to the Charging Company (or as it shall direct).

- (b) Until the occurrence of a Declared Default, the Charging Company may continue to deal with counterparties to the Insurance Policies and/or the Hedging Agreement.

2. As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Security Agent:

- (a) by way of legal mortgage, all freehold Land and Material Land in England and Wales vested in it at the Debenture Date or in the future and registered at HM Land Registry or which will be subject to first registration at HM Land Registry upon the execution and delivery of the Debenture, or a Deed of Accession and Charge, including the Land described in Part V of this Schedule;
- (b) by way of fixed charge:
- (i) all other Land which at the Debenture Date or in the future becomes, its property;
 - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to it;
 - (iii) all plant and machinery at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 3.2.
 - (iv) all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
 - (v) all Specified Investments which are at the Debenture Date or in the future become its property;
 - (vi) all Derivative Rights at the Debenture Date or in the future accruing in respect of its Specified Investments;

- (vii) to the extent not assigned pursuant to Clause 3.1(a)(ii), all insurance or assurance contracts or policies at the Debenture Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Debenture Date or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them and payable to the Charging Company) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture;
 - (viii) all its goodwill and uncalled capital for the time being;
 - (ix) all Intellectual Property belonging to it at the Debenture Date or in the future, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
 - (x) the benefit of all agreements and licences at the Debenture Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
 - (xi) all its rights at the Debenture Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
 - (xii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (b)(ix) to (xi) inclusive of Clause 3.2;
 - (xiii) all trade debts at the Debenture Date or in the future owing to it;
 - (xiv) all debts owing to it by another member of the Group;
 - (xv) all other debts at the Debenture Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
 - (xvi) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3.1 (*Assignments*);
 - (xvii) all rights, money or property accruing or payable to it at the Debenture Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Debenture;
 - (xviii) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.
3. As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Security Agent by way of floating charge:
- (a) all its Assets except to the extent that such Assets are for the time being effectively assigned by way of security referred to in paragraph 1 above or charged by any fixed charge referred to in paragraph 2 above, including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*); and

- (b) without exception, all its Assets insofar as they are for the time being situated in Scotland or otherwise governed by Scots law,

but in each case so that the Charging Company shall not create any Security (except Permitted Security) over any Floating Charge Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) with respect to any Floating Charge Asset, and the Charging Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any Floating Charge Asset except by way of a Permitted Disposal or Permitted Transaction.

Part III

Covenants and Restrictions

1. By Clause 6.1 (*Collection Account*), the Charging Company agreed to collect and realise all its Receivables and, immediately on receipt, pay all money so collected into the Collection Accounts. The Charging Company agreed, pending such payment, to hold all money so received upon trust for the Security Agent.
2. By Clause 6.3 (*No derogation*), the Charging Company agreed not to purport, without the Security Agent's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery, other than in relation to the negotiation of Receivables with its customers in the ordinary course of business.
3. By Clause 7 (*Negative Pledge and other restrictions*) the Charging Company agreed that it would not, without the prior written consent of the Security Agent:
 - (a) (with the exception of Permitted Security) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or
 - (b) (with the exception of Permitted Disposals and Permitted Transactions) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.
4. By Clause 11.4 (*Negative Covenants*), the Charging Company covenanted with the Security Agent that it would not, without the prior written consent of the Security Agent, consent to its Specified Investments being consolidated, sub-divided or converted or any rights attached to them being varied (except by way of a Permitted Transaction).

Part IV

The Chargors

Name of Charging Company	Registered Number
Active Care Partnerships (Holdings) Limited	04507687
Active Care Partnerships (Intercare) Limited	03440926
Active Care Partnerships (Churchfields) Limited	03570205
Active Care Partnerships (Broadoaks) Limited	04033332
Active Care Partnerships (Drummond) Limited	03570206
Active Care Partnerships (Fryers) Limited	03708628
Active Care Partnerships (Lombardy) Limited	03786161
Ashbourne Holdings Limited	04743237
Ashbourne Limited	02958151
APTA Healthcare Limited	02837814
CCSX Holdings Limited	04642566
CCSX Limited	04551484
CCSX Ventures Limited	05353285
Christian Projects Limited	02197707
Moorpark Kilbirmie Limited	04591847
Southern Cross Care Homes Limited	02482460
Southern Cross Care Limited	04746571
Southern Cross Care Homes Holdings Limited	03805939
Southern Cross Care Management Limited	04045136
Southern Cross Healthcare Group PLC	05328138
Southern Cross Bidco Limited	05221235
Southern Cross Finance Limited	04086082
Southern Cross Healthcare Investments No. 1 Limited	05328113
Southern Cross Healthcare Investments No. 2 Limited	05328122
Southern Cross Healthcare (Clyde) Limited	02302277
Southern Cross Healthcare Facilities Limited	03225331
Southern Cross Healthcare Limited	03078718

Southern Cross Management Limited	03690345
Southern Cross (SX Holdco) Limited	05369456
Southern Cross (Highfield Holdco) Limited	05299104
Southern Cross (RZ) Limited	05587386
Southern Cross (Hamilton) Limited	05654238
Standford Homes Limited	04025159
Trinity Care (Brookfield) Limited	03680435
Trinity Care (Hove) Limited	03309676
Trinity Care Limited	02410817
Trinity Care (Whitchurch) Limited	03552710

Part V

Land mortgaged under Clause 3.2 (*Fixed security*) of the Debenture.

Name of Charging Company	Description of Property	Occupational Lease Title Number
Trinity Care Limited	Chapel Fields, Frodsham - Main Street, Frodsham, Cheshire	
Trinity Care Limited	St Andrews Lodge Nursing Home, Basford - Hucknall Road, Basford, Nottingham	
Trinity Care Limited	Hillside Nursing Home, Aylesbury - Bicester Road, Aylesbury, Buckinghamshire	
Trinity Care Limited	Gledhow Christian Nursing Home, Leeds - Gledhow Grange, Brackenwood Drive, Leeds	
Trinity Care Limited	The Willows Christian Nursing Home, Mobberley - Warford Park, Faulkners Lane, Mobberley, Cheshire, WA16 7AR	
Trinity Care Limited	St Basil's Nursing Home, Southampton - Hill Lane, Southampton, SO15 5WS	
Trinity Care Limited	Churchfield Court - Land lying to the north of Hartley Road, Radford and buildings on the south and east side of Radford Grove Lane, Radford	
Trinity Care Limited	St Raphael's Christian Nursing Home, Bromley - 32 Orchard Road,	

	Bromley	
Trinity Care Limited	Arden Valley Christian Nursing Home, Wootton Wawen - Bearley Cross, Wootton Wawen	
Trinity Care Limited	Swallow Wood Christian Nursing Home, Mexborough - Wath Road, Mexborough, S64 9RQ	
Trinity Care Limited	Lauriston Christian Nursing Home, St Leonard's on Sea - 40, The Green, St Leonards on Sea, TN38 0SY	
Trinity Care Limited	Ashfield Court, Sutton in Ashfield - Stoneyford Road, Sutton in Ashfield	
Trinity Care Limited	Woodlands Christian Nursing Home, Manchester - Middlewood Road, Poynton, Manchester	
Active Care Partnerships (Lombardy) Limited (previously known as Lombardy Court VCT Limited)	Lombardy Court Residential Home - 5, Monmouth Close, Ipswich	
Active Care Partnerships (Fryers) Limited (previously known as Fryers Walk VCT Limited)	Woodlands Residential Home - Elm Road, Thetford	
Active Care Partnerships (Churchfields) Limited (previously known as Churchcroft VCT Limited)	Churchfields Residential Home - 4, Avenue Road, Witham	
Active Care Partnerships (Fryers) Limited (previously known as Fryers Walk VCT Limited)	53 Castle Street Thetford - 53 Castle Street Thetford	

Active Care Partnerships (Drummond) Limited (previously known as Drummond Court VCT Limited)	Drummond Court - Mill Road, Bury St Edmunds	
Active Care Partnerships (Broadoaks) Limited (previously known as Broadoaks VCT Limited)	Gaul Road - March, Cambridgeshire	
	Woodbury Court, Jouldings Lane, Swallowfield	BK345773

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 05328138

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 7th JULY 2006 AND CREATED BY SOUTHERN CROSS HEALTHCARE GROUP PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ALL OR ANY OF THE BENEFICIARIES 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 20th JULY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th JULY 2006.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES