

Please do not
write in
this margin

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

395

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

To the Registrar of Companies

For official use Company number

12

2083074

Name of company

* HEALTH & CARE SERVICES (UK) LIMITED

*Insert full name
of company

Date of creation of the charge

February 1997

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

All actual, contingent and/or future obligations and liabilities of the Chargor under the Debenture pursuant to any of the Security Documents (as defined in the Parkcare/Issue Loan Agreement ("the CREDIT Agreement") dated 20 December 1996 made between Parkcare Homes Limited, Craegmoor Healthcare Company Limited, the Original Guarantors named therein, Craegmoor Finance Plc, Bankers Trustee Company Limited (as Security Trustee), Union Bank of Switzerland (as Agent Bank) (including for the avoidance of doubt, the Debenture)

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

Bankers Trust Company Limited

1 Appold Street, Broadgate, London

Postcode	EC2A 2HE
----------	----------

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

SIMON BISHOP + PARTNERS
"HILLCAIRNIE"
ST ANDREWS ROAD
DROITWICH
WORCESTERSHIRE WR

Time critical reference

For official use
Mortgage section



Short particulars of all the property mortgaged or charged

- (a) by way of first legal mortgage:
- (i) all freehold or leasehold property owned by the Company and more particularly described in the Debenture
 - (ii) all estates or interests in any freehold or leasehold property now belonging to it; and
- (b) by way of first fixed equitable mortgage the Original Securities listed in Schedule 3 to the Debenture which applies in relation to the Company;
- (c) by way of first fixed security, conveys, charges and assigns (to the extent it is not the subject of an effective mortgage under clause (a) above):
- (i) all estates and interests in any freehold or leasehold property now or hereafter belonging to it;

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)

Signed

S. J. Bishop

Date

17/2/97

On behalf of [company] [~~mortgagee/chargee~~]*

*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.

Page 2



Please do not
write in this
binding margin

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

- (ii) all of its right, title, interest and benefit, present and future, in and to all sums of money which may now be or hereafter are from time to time standing to the credit of the Bank Account (as more particularly described in the Debenture) and any other bank account or deposit account which it may from time to time hold together with all interest accruing from time to time thereon and the debts represented thereby;
- (iii) all, its right, title, interest and benefit, present and future, in and to all sums of money which at any time are paid to it under or pursuant to the terms of any charge of the Care Contracts (as more particularly described in the Debenture) to which it is a party together with all interest accruing from time to time and paid in respect thereof;
- (iv) all its right, title, benefit, power and interest, present or future, to, in and under the Insurance Policies (more particularly described in the Debenture) under which it is an insured party and to all claims and proceeds paid in respect of them;
- (v) all of its rights, title, interest and benefit, present and future under the Acquisition Documents (as more particularly described in the Debenture) and the Relevant Documents (as more particularly described in the Debenture) to which it is a party and all other contracts, agreements, deeds and documents to which it is a party (other than in respect of any Care Contracts to which it is a party) including, without limitation, all right to receive payment of any amounts which may become payable to it thereunder and all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain relief in respect thereof;
- (vi) all plant and equipment owned by it and its interest in any plant or equipment;
- (vii) other than in respect of money due but unpaid under any Care Contract to which it is a party and to all proceeds arising from any Care Contract to which it is a party and which are the subject of clause 3.1(c)(iii) above, all book debts and other debts, the proceeds of the same and all moneys and liabilities whatsoever for the time being due, owing or payable to it (including the benefit of any judgment or order to pay a sum of money) and the benefit of any Security Interests, rights, guarantees and securities for the time being held by it in respect of any of the foregoing;
- (viii) all bills of exchange, letters of credit issued in its favour, promissory notes and negotiable instruments of any description at any time owned or held by it and all rights and benefits under any distributorship or similar agreements entered into by it;
- (ix) all Investments (as more particularly described in the Debenture) held by it and, whether accrued now or accruing in the future, rights and options to acquire Investments and all rights in respect of or incidental thereto including all dividends, interest and other distributions paid or payable and all accretions, benefits and advantages;

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

- (x) all its present and future goodwill and to its uncalled capital for the time being;
 - (xi) all its present and future rights in intellectual property including all know-how, patents, trademarks, service marks, designs, business names, topographical or similar rights, copyrights and other intellectual property monopoly rights and interests (including by licence) owned or held by it, whether registered or not and including all applications for the same and including all fees royalties and other rights derived therefrom or incidental thereto;
 - (xii) all of its right, title, interest and benefit, present and future, in and under any management or other contracts nor in the future entered into by it in relation to the management of its interest in any freehold or leasehold property belonging to it and the redevelopment of such property or any of it;
 - (xiii) any beneficial interest, claim or entitlement of it in any pension fund; and
 - (xiv) the benefit of all licences, consents and authorisation (statutory or otherwise) held in connection with its business or the use of the Charged Property (as more particularly described in the Debenture) and the right to recover and receive all compensation which may be payable to it in respect of them;
- (d) by way of first floating charge, the whole of its undertaking and all its property, assets and rights, whatsoever and wheresoever, both present and future (including all stock in trade and including all freehold and leasehold property) other than any property or assets from time to time or for the time being the subject of fixed charges pursuant to this clause (a) or otherwise effectively assigned by way of security

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02083074

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 4th FEBRUARY 1997 AND CREATED BY HEALTH & CARE SERVICES (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO BANKERS TRUSTEE COMPANY LIMITED UNDER THE DEBENTURE PURSUANT TO ANY OF THE SECURITY DOCUMENTS (AS DEFINED THEREIN) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th FEBRUARY 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th FEBRUARY 1997.

A handwritten signature in cursive script, reading 'A.P. Goddard'.

A.P. GODDARD

for the Registrar of Companies



C O M P A N I E S H O U S E

post
20/2 sm

HC026B