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COMPANIES FORM No. 395

Particulars of a mortgage or charge

159782/423

59
395

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

159782/423

03257061

Name of company

* Speciality Care (Rest Care) Limited

Date of creation of the charge

17 September 2007

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

Debenture

Amount secured by the mortgage or charge

See attached Rider A

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

Bank of Scotland plc (Company Number SC327000) having its registered office at The Mound, Edinburgh

Postcode EH1 1YZ

Presentor's name address and reference (if any)

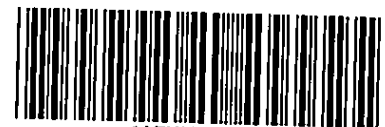
Dickson Minto W S.
16 Charlotte Square
Edinburgh
EH2 4DF
B027/725 (JAH/AF)

Doc Ref SC(RC) - D xfd

Time critical reference

For official Use (06/2005)
Mortgage Section

WEDNESDAY



A34

A7XUWTA7

26/09/2007

696

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See attached Rider B

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)

N/A

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

Signed Dickson Munro

Date 21 September 2007

On behalf of ~~XXXXXX~~ [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.
- 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.

SPECIALITY CARE (REST CARE) LIMITED

(Registered Number 03257061)

RIDER A - FORM 395 - (DEBENTURE)

Amount secured by the mortgage or charge

All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Companies under the BoS Documents, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner)

Where

"BoS" means Bank of Scotland plc (Company Number SC327000) having its registered office at The Mound, Edinburgh EH1 1YZ,

"BoS Documents" means the BoS Documents as defined in the Term Loan Facility Letter,

"Companies" means Craegmoor Investments Limited (Company Number 4790555), Craegmoor Healthcare Company Limited (Company Number 03830455), Craegmoor Holdings Limited (Company Number 03830300); Parkcare Homes Limited (Company Number 02155276); Parkcare Homes (No 2) Limited (Company Number 04000281), Independent Community Living Limited (Company Number 02989725), J C Care Limited (Company Number 03251577), Conquest Care Homes (Peterborough) Limited (Company Number 02706124), Health & Care Services (UK) Limited (Company Number 02083074), Lansdowne Road Limited (Company Number 02115380); Lothlorien Community Limited (Company Number 02872249), Speciality Care (Rehab) Limited (Company Number 02965073), Cranley Limited (Company Number 03517404), Greymount Properties Limited (Company Number 03091645), Highway (Burnley) Limited (Company Number 02693859), Craegmoor Service Company No 2 Limited (Company Number 05150067), Craegmoor Facilities Company No 2 Limited (Company Number 05150138); Speciality Care Limited (Company Number 02787609); Speciality Care (Cedar Grove) Limited (Company Number 02965110), Speciality Care (Reit Homes) Limited (Company Number 03071279), Speciality Care (Rest Homes) Limited (Company Number 03010116), Speciality Care (Addison Court) Limited (Company Number 03011310), Innova Health Care Limited (Company Number 02806297), Irvine Care Limited (Company Number 02647877), Speciality Care (EMI) plc (Company Number 02192205), Speciality Equestrian Centre Limited (Company

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Number 03156702), Speciality Care (UK Lease Homes) Limited (Company Number 03071277), Speciality Care (Medicare) Limited (Company Number 02970714), Specialised Courses Offering Purposeful Education Limited (Company Number 02485984); Health & Care Services (NW) Limited (Company Number 02847005), Health & Care Services Yorks Limited (Company Number 02507302); Health & Care Services Humbs Limited (Company Number 02507285), Autism Tascc Services Limited (Company Number 04744054), Sapphire Care Services Limited (Company Number 04146017), Proactive Training Solutions Limited (Company Number 04955186); Conquest Care Homes (Norfolk) Limited (Company Number 02894168), Conquest Care Homes (Soham) Limited (Company Number 03934362), Conquest Care Homes (March) Limited (Company Number 02669273), Yorkshire Parkcare Company Limited (Company Number 01915148); Yorkshire Care Homes Limited (Company Number 02676447), Speciality Care (Care Homes) Limited (Company Number 03257732), Speciality Healthcare Limited (Company Number 02904221), Speciality Care (Learning Disabilities) Limited (Company Number (Company Number 02953416), Concept Care Limited (Company Number 02225965), Ty-Craig Nursing Home Limited (Company Number 01839561), Boughton Manor Nursing Homes Limited (Company Number 02051044), Southbank Private Nursing Home Limited (Company Number 01221248), Speciality Care (Rest Care) Limited (Company Number 03257061); Ferguson Care Limited (Company Number 02582268), London Parkcare Limited (Company Number 01825148), Comfort Services Limited (Company Number 02960351), Alphabet Childrens Services Limited (Company Number 02939514), Alphabet Childrens (Fostering) Services Limited (Company Number 03078674); GWS Claremont Limited (Company Number 03550610), Grovedraft Limited (Company Number 04166805), Craegmoor Facilities Company Limited (Company Number 03656033), Spring Crescent Limited (Company Number 03442317), Apdale Limited (Company Number 02952291), Strathmore Care Services Limited (Company Number 04147864), Treehome Limited (Company Number 02776626), Cotswold Care Services Limited (Company Number 03341447), Johnston Care Limited (Company Number 03381658), La Pierre Care Homes Limited (Company Number 02647567), Challenge Care Limited (Company Number 01973823), Strathmore College Limited (Company Number 04147939), R J Homes Limited (Company Number 02980088), Heddfan Care Limited (Company Number 02928647), Inputrelate Limited (Company Number 04675861), Independent Community Living (Holdings) Limited (Company Number 04226452),

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Craegmoor Homes Limited (Company Number 04790588) and Hometrack Limited (Company Number 03015539) each with their registered office at Craegmoor House, Perdiswell Park, Worcestershire WR3 7NW,

"Parent"

means Craegmoor Group Limited (Company No 02825572) having its registered office at Craegmoor House, Perdiswell Park, Worcestershire WR3 7NW, and

"Term Loan Facility Letter"

means the facility letter entered into between, *inter alia*, the Parent and BoS dated 16 July 2007 in relation to term loan and revolving credit facilities of up to £245,000,000.

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SPECIALITY CARE (REST CARE) LIMITED

(Registered Number 03257061)

RIDER B – FORM 395 – (DEBENTURE)

Short particulars of all the property mortgaged or charged

- 1 The Company with full title guarantee charges in terms of the Debenture to BoS as a continuing security for the payment or discharge of the Secured Liabilities.
 - 1.1 By way of fixed charge
 - 1 1 1 all estates or interests in any freehold or leasehold property belonging to the Company at the date of the Debenture or at any time after the date of the Debenture together with all buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property,
 - 1.1.2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land,
 - 1 1 3 the benefit of all other agreements relating to land which the Company is or may become party or otherwise entitled,
 - 1 1 4 all plant and machinery of the Company at the date of the Debenture or in the future attached to property which is charged by the provisions of clause 2 1 of the Debenture,
 - 1 1 5 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,
 - 1.1.6 all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by clause 2 1 2 5 of the Debenture, whether by way of dividend, distribution, interest or otherwise;
 - 1 1 7 all rights and interests in and claims under all insurance contracts or policies at the date of the Debenture or in the future held by or insuring to the benefit of the Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies however excluding any Excluded Insurance Proceeds),
 - 1 1 8 all rights and interest and claims under all other insurance or assurance contracts of policies at the date of the Debenture or in the future held by or insuring to the benefit of the Company (including all

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money payable under them however excluding any Excluded Insurance Proceeds),

- 1 1 9 all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case at the date of the Debenture or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application thereof, such rights,
- 1 1 10 the benefit of all agreements and licences at the date of the Debenture or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in clause 2 1 2.9 of the Debenture but owned by others,
- 1 1 11 all the Company's rights at the date of the Debenture or in the future in relation to trade secrets, confidential information and know how in any part of the world,
- 1 1 12 all present and future book debts of the Company,
- 1 1 13. all other present and future debts or monetary claims of the Company against third parties (excluding those charged under clause 2 1 2 7 or 2 1 2 8 of the Debenture or arising on fluctuating accounts with other Group Companies),
- 1 1 14 the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets,
- 1 1 15 all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest), and
- 1.1.16. all rights, money or property accruing or payable to the Company at the date of the Debenture or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the provisions of clause 2 1 of the Debenture,
- 1 2 By way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by Clause 2 of the Debenture, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in clause 2 1.2 of the Debenture)

- 2 The Company with full title guarantee assigns in terms of the Debenture as a continuing security for the payment or discharge of the Secured Liabilities in favour of BoS (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities)

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- 2 1 all the right, title and interest of the Company in and to any interest rate hedging agreements at the date of the Debenture or in the future entered into with any person, and
- 2 2 (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provisions of the Debenture
- 3 To the extent that any such right, title and interest as is referred to in paragraph 2 above is not assignable or capable of assignment, the assignment of it purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities.
- 4 The Company will not without the prior written consent of BoS create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (except in favour of BoS)
- 5 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the charges created by or pursuant to the Debenture
- 6 BoS may set off any matured obligation due from the Company under the BoS Documents (to the extent beneficially owned by BoS) against any matured obligation owed by BoS to the Company, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, BoS may convert either obligation at a market rate of exchange in its usual course of business for the purpose of set-off

Where -

"Assets"	means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company,
"Company"	means Speciality Care (Rest Care) Limited (Company Number 03257061) having its registered office at Craegmoor House, Perdiswell Park, Worcestershire WR3 7NW;
"Excluded Insurance Proceeds"	means Excluded Insurance Proceeds as defined in the Term Loan Facility Agreement,
"Fixed Charge Asset"	means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clause 2 1, 2 2, 2 3 of the Debenture or (with effect of the date of its

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creation) any security created pursuant to clause 2.13 of the Debenture;

"Group"

means the Company and each of its Subsidiaries and "Group Company" shall be construed accordingly,

"Secured Liabilities"

means the amount secured by the Debenture as set out in Rider A, and

"Subsidiary"

means, in respect of any company, person or entity, any company, person or entity directly or indirectly controlled by such company, person or entity (including any subsidiary acquired after the date of the Debenture) and "Subsidiaries" shall mean all or any of them as appropriate

Terms defined in Rider A above shall have the same meaning in this Rider B

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 03257061

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 17th SEPTEMBER 2007 AND CREATED BY SPECIALITY CARE (REST CARE) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANIES TO BANK OF SCOTLAND IPLC 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 26th SEPTEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th SEPTEMBER 2007

A handwritten signature in black ink, appearing to be 'R. B.' or similar.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES