

M

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

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

For Official use

Company Number

12

3761455

Name of Company

*insert full name of
company

CCA Residential Homes Limited (the "Company")

Date of creation of the charge

29 August 2006

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

Fixed and Floating Security Document (the "**Debenture**") dated 29 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 Luxembourg-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

L. H. H. H. H.

Date

31 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

Name of Company

CCA Residential Homes Limited

Company number

3761455

Amount secured by the mortgage or charge

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 (whether of the Company or of any other Chargor) 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 3 (*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;
- (b) Bank Accounts (including the bank accounts described in Schedule 5 (*Bank Accounts*) to the Debenture, as set out in Note (E));
- (c) Investments (including the Shares) (including the shares described in Schedule 4 (*Shares*) to the Debenture, as set out in Note (D)) ;
- (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 (including the insurances described in Schedule 6 (*Form of Notice of Assignment of Insurances*) of the Debenture, as set out in Note (F));
- (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

Short particulars of all the property mortgaged or charged

- 2.1 Creation:** The Company, with full title guarantee and as security for the payment of all Liabilities (whether of the Company or of any other Chargor), 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 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 (not shall the Company agree to) 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:

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

"Agent" means Dresdner Bank AG, London Branch.

"Arranger" means Dresdner Bank AG, London Branch.

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

"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.

Short particulars of all the property mortgaged or charged

"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.

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

"Chargor" means each of the Company, Care Management Group (Holdings) Limited, Care Management Group Limited, Care Management Group (Southern) Limited, CCA Residential Homes Limited, Blocklin Homes Limited or Blocklin House Limited.

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

"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.

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

"Finance Document" means the Facility Agreement, any Accession Letter, any Compliance Certificate, any Hedging Agreement, the Intercreditor Agreement, any Fee Letter, any Assignment Agreement, any Resignation Letter, any Transaction Security Document, any Utilisation Request, , the Mandate Letter and any other document designated as a **"Finance Document"** by the Agent and the Parent.

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

"First Put Option" shall have the meaning given to the term in the Facility Agreement.

"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.

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

"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.

Short particulars of all the property mortgaged or charged

"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.

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

"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,

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.

"Investor Documents" means the:

- (a) the investor loan agreement between Care Management Group (Funding) Limited and the Original Borrower dated on or about the date hereof;
- (b) after the exercise of the First Put Option, the Series A Exchange Stock Loan and the Series B Exchange Stock Loan; and
- (c) any other document (including articles of association or other constitutional documents), agreement, arrangement (including by way of operation of law or otherwise) or instrument under or pursuant to which any sum is or becomes or is capable of becoming due, owing or incurred from or by the Original Borrower to 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.

"Mandate Letter" 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

Short particulars of all the property mortgaged or charged

Schedule 7 (*Form of Legal Mortgage*) of the Debenture or any other form agreed between the Security Trustee and the Company.

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

"Parent" means Care Management Group (Acquisition) Limited.

"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).

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

"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.

"Series A Exchange Loan Stock" shall have the meaning given to the term in the Facility Agreement.

"Series B Exchange Loan Stock" shall have the meaning given to the term in the Facility Agreement.

"Shares" means those shares listed in Schedule 4 (*Shares*) of the Debenture as set out in Note (D).

"Transaction Security Document" shall have the meaning given to the term in the Facility Agreement.

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

Note (C): The Real Property specified in Schedule 3 (*Real Property*) of the Debenture is as follows:

Chargor	Title Number	Property Address
Care Management Group Limited	SGL290513	Green Lane, 179 Green Lane, Morden, Surrey SM4 6SG
Care Management Group Limited	SGL299112	Croydon Road, 52 Croydon Road, Penge, London SE20 7AE

Name of Company

CCA Residential Homes Limited

Company number

3761455

Short particulars of all the property mortgaged or charged

Chargor	Title Number	Property Address
Care Management Group Limited	SY1711833 SGL86453	Florence Avenue, 43 Florence Avenue, Morden, Surrey SM4 6EX
Care Management Group Limited	SY684334	1 & 5 Fengate Road, Redhill, Surrey RH1 6AH
Care Management Group Limited	HP479056	Spencer House, 20 Keydell Close Horndean, Hampshire P08 7TD
Care Management Group Limited	HP401288	Churchill House, 23 Winfred Road, Waterlooville, Hampshire PO7 7TD
Care Management Group Limited	WSX122377	Lynton House, London Road, Ashington, Pulborough, West Sussex RH20 3JS
Care Management Group Limited	SGL159934	72 Croydon Road, Beddington, Surrey CR0 4PB
Care Management Group Limited	EB11331	10 Nevill Avenue, Hampden Park, Eastbourne, East Sussex BN22 9PT
Care Management Group Limited	SY97597	9 Longdown Road, Epsom, Surrey KT17 3PT
Care Management Group Limited	MX191867 MX237954	64-66 Carlton Avenue, Kenton, Harrow, Middlesex HA3 8AY
Care Management Group Limited	SY209685	31/33 Egmont Road, Sutton, Surrey SM2 5RJ
Care Management Group Limited	ESX155087	Lewes Road, 35 Lewes Road, Eastbourne, East Sussex BN21 2BU
Care Management Group Limited	HP182266 HP124696	57/59 Bury Road, Gosport, Hampshire PO12 3UE
Care Management Group Limited	SGL572061	2 Warminster Road, South Norwood, London SE25 4DZ
Care Management Group Limited	SX47490	18 Hawthorn, Worthing, West Sussex BN14 9LU
Care Management Group Limited	SX137368	42 Twyford Gardens, Worthing, West Sussex BN13 2NT
Care Management Group Limited	ESX148185	The Ridge, 361 The Ridge, Hastings, East Sussex TN34 2RD
Care Management Group Limited	ESX193238	Roselands, 228 Hangleton Road, Hove, East Sussex BN3 7LP
Care Management Group Limited	SY558560 SY743121	17 Heathcote Road, Epsom, Surrey KT18 5DX
Care Management Group Limited	CYM240536	Ty Nyddfa House and Lodge

Name of Company

CCA Residential Homes Limited

Company number

3761455

Short particulars of all the property mortgaged or charged

Chargor	Title Number	Property Address
		Millbrook Road, Pontllanfraith, Blackwood, Gwent NP12 2AL
Care Management Group Limited	HD262253 HD9026	Yorkdale House, Bushey Hall Road, Bushey, Herts WD23 2EE
Care Management Group Limited	4226	Birdhurst Rise, 7 Birdhurst Road, South Croydon CR2 7EG
Care Management Group Limited	LN25572	Oakdale, 49 Oakdale Road, Streatham, London SW16 2HL
Care Management Group Limited	EGL202209	Victoria House, 62-64 George Lane, South Woodford, 47 London E18 1LW
Care Management Group Limited	EGL21176	Cleveland House, 1 Cleveland Road, South Woodford, London E18 2AN
Care Management Group Limited	SY56788	14 Avenue Road, South Norwood, London SE25 4EA
Care Management Group Limited	SX46939	16 Hawthorn, Worthing, West Sussex BN14 9LU
Care Management Group Limited	HP586256	32 Mays Lane, Stubbington P014 2EW
Care Management Group Limited	HP619709	78 Stubbington Lane, Stubbington, Fareham PO14 2PE
Care Management Group Limited	HP269815	6 Montserrat Road, Lee-on-Solent, Hampshire PO13 9LT
Care Management Group Limited	HP70217	97 Old Street, Stubbington, Hampshire PO14 3HG
Care Management Group Limited	HP641568	31/33 Richmond Road, Lee-on-Solent, Hampshire
Care Management Group Limited	EX771353	Duvals, Meesons Lane, Grays, Essex RM17 5HR
Care Management Group (Southern) Limited	SX127874	4 Vallance Gardens, Hove, East Sussex BN3 2DD
Care Management Group (Southern) Limited	ESX108940	Walsingham Road, 72-74 Walsingham Road, Hove, East Sussex BN3 4FF
CCA Residential Homes Limited	WA629395	Bluetts 2, Bluetts House, Bluetts Lane, Abersychan, Pontypool NP4 7AP
CCA Residential Homes Limited	WA81718	Colliers Cottage, Argoed, Nr Blackwood Gwent NP12 0HX

Name of Company

CCA Residential Homes Limited

Company number

3761455

Short particulars of all the property mortgaged or charged

Chargor	Title Number	Property Address
CCA Residential Homes Limited	CYM220777	Land adjoining Colliers Cottage, Argoed, Nr Blackwood, Gwent NP12 OHX
CCA Residential Homes Limited	WA251402	Cwm Hyfryd, 148 Severn Road, Pontllanfraith, Blackwood, Caerphilly NP12 2GA
CCA Residential Homes Limited	WA597135	Dan-y-Coed, 3 Day-y-Coed, Cefn Hengoed, Mid Glamorgan CF82 7LP
CCA Residential Homes Limited	WA915694 WA951014	Glencourt, 54 Hillside Park, Bargoed, Mid Glamorgan CF81 8NL
CCA Residential Homes Limited	WA366499	Rogerstone House, 73 Risca Road, Rogerstone, Newport, South Wales NP10 9GD
CCA Residential Homes Limited	WA719356	Kashiana Qamar, Troed Y Bryn, Penyrheol, Caerphilly, Mid Glamorgan CF83 1AP
Blocklin House Limited	ESX76067	283 Dyke Road, Hove, East Sussex BN3 6PD
Blocklin House Limited	ESX104766	287 Dyke Road, Hove, East Sussex BN3 6PD
Blocklin House Limited	SX103265	289 Dyke Road, Hove, East Sussex BN3 6PD
Blocklin House Limited	ESX216288	290 Dyke Road, Brighton, East Sussex BN1 5BA
Blocklin House Limited	SX125236	The Droveway, 3 The Droveway, Hove, East Sussex BN3 6LF
Blocklin House Limited	ESX186125	100 Goldstone Crescent, Hove, East Sussex BN3 6BE
Blocklin House Limited	ESX6268	Adina School, 29 Beechwood Close, Brighton BN1 8EP
Blocklin House Limited	ESX81936	Brelade Day Centre, 22 Carden Avenue, Brighton BN1 8NA

Note (D): The Investments specified in Schedule 4 (*Shares*) of the Debenture are as follows:

Chargor	Shares
Care Management Group (UK) Limited (Registered No. 4582476)	134 ordinary shares of £1 each in Care Management Group (Holdings) Limited (Registered

Name of Company
CCA Residential Homes Limited

Company number
3761455

Short particulars of all the property mortgaged or charged

Chargor	Shares
	No. 4582456)
Care Management Group (UK) Limited (Registered No. 4582476)	1 ordinary share of £1 in Care Management Group Trustees Limited (Registered No. 4844768)
Care Management Group (Holdings) Limited (Registered No. 4582456)	400,000 ordinary shares of £1 each in Care Management Group Limited (Registered No. 2992839)
Care Management Group Limited (Registered No. 2992839)	1,000 ordinary shares of £1 each in Care Management Group (Southern) Limited (Registered No. 4414448)
Care Management Group Limited (Registered No. 2992839)	100 ordinary shares of £1 each in Wherewelive Limited (Registered No. 4153701)
Care Management Group Limited (Registered No. 2992839)	1,000 ordinary shares of £1 each in CMG Homes Limited (Registered No. 3519503)
Care Management Group Limited (Registered No. 2992839)	100 ordinary A shares of £0.50 each and 100 ordinary B shares of £0.50 each in CCA Residential Homes Limited (Registered No. 3761455)
Care Management Group Limited (Registered No. 2992839)	500 ordinary shares of £1 each in Blocklin Holdings Limited (Registered No. 2441624)
Care Management Group Limited (Registered No. 2992839)	2 ordinary shares of £1 each in Solent Residential Homes Limited (Registered No. 3823202)
Care Management Group Limited (Registered No. 2992839)	3 ordinary shares of £1 each in Victoria House (UK) Limited (Registered No. 3280172)
Care Management Group Limited (Registered No. 2992839)	100 ordinary shares of £1 each in Wherewelive Care Group Limited (Registered No. 4320137)
Blocklin Holdings Limited (Registered No. 2441624)	500 ordinary shares of £1 each in Blocklin House Limited (Registered No. 1213132)

Note (E): The Bank Accounts specified in Schedule 5 (*Bank Accounts*) of the Debenture are as follows:

NAME OF COMPANY	SORT CODE	ACCOUNT NUMBER
BLOCKLIN HOUSE LIMITED	205330	30901652
CARE MANAGEMENT GROUP (HOLDINGS) LIMITED*	205330	70406422
CARE MANAGEMENT GROUP (SOUTHERN) LIMITED*	205330	50894621
CARE MANAGEMENT GROUP LIMITED*	205330	40398527

Name of Company

CCA Residential Homes Limited

Company number

3761455

Short particulars of all the property mortgaged or charged

CARE MANAGEMENT GROUP LIMITED - Housing Benefits Account	205330	40583847
CARE MANAGEMENT GROUP LIMITED - Property Account	205330	50618152
CARE MANAGEMENT GROUP LIMITED - Trading as Solent	205330	63390039
CARE MANAGEMENT GROUP LIMITED - M Buckingham & D Davis Benefits Account*	205330	90930229
CARE MANAGEMENT GROUP LIMITED - Business Premium Account	205330	30096636
CARE MANAGEMENT GROUP UK LIMITED*	205330	20884421
CARE MANAGEMENT GROUP UK LIMITED - Victoria House Account	205330	30615161
CCA RESIDENTIAL HOMES LIMITED	205330	40395358
CCA RESIDENTIAL HOMES LIMITED - Housing Benefits Account	205330	80293547
CMG HOMES LIMITED	205330	90629375
WHEREWELIVE LIMITED	205330	10972681

NOTE: Those accounts marked * are in the net record arrangement

Note (F): The Insurances specified in Schedule 6 (*Form of Notice of Assignment of Insurances*) of the Debenture are as follows:

1. Norwich Union Level Term and Critical Illness policy for Roland Perry commencing on 18 September 2005 and expiring on 18 September 2010.
2. Scottish Equitable life insurance policy for Kate Ford commencing on 10 March 2003 and expiring on 28 February 2007. Policy number LO194887132
3. Skandia Critical Illness policy with life cover for Michael Buckingham commencing on 01 January 2004 and expiring on 31 December 2008. Policy number CI1017462832
4. Ecclesiastical policy no 05ACI9084159 - Property, Business Interruption, Legal Expenses and Liability covers.
5. Ecclesiastical policy no 02/CSS/0030362 - Property, Business Interruption, Legal Expenses and Liability covers.
6. Directors & Officers - Markel policy no SC1920E050WR.
7. Engineering Inspection - Allianz Cornhill policy no TBA (Quote Ref QNV/03278683/S/3).

Name of Company

CCA Residential Homes Limited

Company number

3761455

Short particulars of all the property mortgaged or charged

8. Tudor Insurance Motor Fleet Insurance – policy number TP61698.

Note – the Insurance policies listed at 4 – 7 are in the names of inter alia, all the Chargors

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03761455

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY DOCUMENT DATED THE 29th AUGUST 2006 AND CREATED BY CCA RESIDENTIAL HOMES 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 31st AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th SEPTEMBER 2006.

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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES