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

*insert full name of Company

COMPANIES FORM No. 395

082193 | 576

Particulars of a mortgage or charge

FEE PAID £10 COMPANIES HOUSE

395

A fee of £10 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: [I S]

Company number: 03830455

Name of company

* Craegmoor Healthcare Company Limited (the "Company")

Date of creation of the charge

13 August 2003

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

Tax Deed of charge (the "Charge") dated 13 August 2003 between (1) the Company, (2) Prudential Trustee Company Limited (the "Security Trustee") and (3) the Beneficiaries (as defined in Schedule 2 hereto).

Amount secured by the mortgage or charge

All moneys, debts and liabilities from time to time due, owing or incurred by the Company to the Beneficiaries (as defined in Schedule 2 hereto) under clause 8.2 of the Tax Deed of Covenant (as defined in Schedule 2 hereto) (together, the "Chargor Secured Liabilities").

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

Prudential Trustee Company Limited (on behalf of itself and the Beneficiaries (as defined in Schedule 2 hereto)), Laurence Pountney Hill, London

Postcode EC4R 0HH

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

Barlow Lyde & Gilbert
Beaufort House
15 St Botolph Street
London
EC3A 7NJ

40210-46/MEJ/3160159

Time critical reference

For official Use
Mortgage Section | Post room

L0F16080
L02 COMPANIES HOUSE 0160 02/09/03

Short particulars of all the property mortgaged or charged

Please see Schedule 1 for particulars of property mortgaged or charged and Schedule 2 for definitions of the terms used in this Form 395 and Schedule 1

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

A fee of £10 is payable to Companies House in respect of each register entry for a *mortgage or* charge. (See Note 5)

Signed Barlow Lyde & Gilbert Date 2 September 2003

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.

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 CF14 3UZ

SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED PURSUANT TO THE CHARGE

1 **Fixed Charge**

By way of continuing security for the payment, discharge and performance of the Chargor Secured Liabilities, the Company mortgaged by way of equitable mortgage with full title guarantee in favour of the Security Trustee on trust for itself and the Beneficiaries by way of third fixed security all of the Shares (whether registered in the Company's name or in the name(s) of its nominee(s) for the time being) together with all future shares or securities, rights, subject to Clause 2.3 of the Charge, dividends, monies, warrants or property paid, accruing or deriving directly or indirectly therefrom at any time by way of redemption, bonus, preference, option, dividend, interest, consolidation, sub-division or otherwise and all other shares of Holdings at any time beneficially owned by it and all rights, subject to Clause 2.3 of the Charge, dividends, monies, warrants or property paid, accruing or deriving directly or indirectly therefrom at any time.

2 **Floating Charge**

2.1 The Company, by way of continuing security for the payment, discharge and performance of the Chargor Secured Liabilities charged to the Security Trustee by way of third floating charge the whole of its undertaking and all its property and assets whatsoever and wheresoever, as at the date of the Charge and thereafter, including without limitation its uncalled capital (and including any part of the Chargor's undertaking, property or assets as at the date of the Charge and thereafter, situated in or the rights to which are governed by the laws of Scotland), other than any property or assets from time to time or for the time being effectively mortgaged under clause 2.2 of the Charge (as set out in paragraph 1 above) by way of third fixed charge.

2.2 The floating charge created by clause 2.5 of the Charge (as set out in paragraph 2.1 above) is a qualifying floating charge for the purposes of paragraph 14 of Schedule B2 of the Insolvency Act 1986.

2.3 Each of the dispositions of or charges over property effected in or pursuant to clause 2.2 to 2.5 (inclusive) of the Charge (as set out in part above) is made with full title guarantee (or, as the case may be, in relation to assets situated in or governed by the laws of Scotland, with absolute warrandice).

3 **Negative Pledge**

The Company covenanted with the Security Trustee that it will:

(a) procure that no change is made to the share capital authorised or issued as at the date of the Charge, of Holdings nor any alteration to the Memorandum or Articles of Association of Holdings which would in

any way affect the status of or rights attaching to any share, as at the date of the Charge, in the capital of Holdings;

(b) procure that Holdings shall not issue any shares, warrants, or other equity securities other than to the Company to be held on the terms of the Charge and to form part of the Secured Assets;

(c) not, save as required by the Security Trustee, create or permit to subsist any Security Interest (other than the security created by the Borrower Deed of Charge and the Charge) over or in any way sell, transfer, assign or dispose of all or any part of the Secured Assets or any of its rights against Holdings in respect thereof (other than as otherwise permitted);

(d) pay or procure the payment of all calls, instalments or other payments that may become due in respect of any of the Secured Assets; and

(e) not transfer, sell, lend, part with or otherwise dispose of, or deal with, or grant any option or right as at the date of the Charge or thereafter to acquire any of the Secured Assets or any interest, estate, right, title or benefit therein.

DEFINITIONS OF TERMS USED IN FORM 395 AND SCHEDULE 1, AS USED IN THE CHARGE

Beneficiaries: together, Craegmoor Holdings Limited, Parkcare Homes Limited, Parkcare Home (No. 2) Limited, JC Care Limited and Inputrelate Limited;

Borrower Deed of Charge: the deed of charge and assignment dated 13 August 2003 between, inter alios, Craegmoor Funding (No.2) Limited, Barclays Bank LC as the "Expenses Loan Provider", Craegmoor Group Limited as the "Subordinated Lender" , MBIA Assurance S.A. and Prudential Trustee Company Limited as the "Borrower Security Trustee";

Holdings: Craegmoor Holdings Limited;

Issuer/Borrowers Facility Agreement: the agreement dated 13 August 2003 between, inter alios, the companies listed in Schedule 1 thereto, Craegmoor Funding (No. 2) Limited, Prudential Trustee Company Limited as the "Borrower Security Trustee" and MBIA Assurance S.A.;

Shares: all of the issued share capital of Holdings registered in the name of the Company as set out below:

Company	Authorised Share Capital	No of Shares	No of Shares issued fully paid
Craegmoor Holdings Limited	£20,000 (ordinary share capital)	20,000 ordinary shares of £1 each	14,625

Secured Assets: means the Shares and all other securities, rights, monies, deposits of cash and other property charged to the Security Trustee on behalf of itself and the Beneficiaries under any provision of the Charge including, without limitation, any future share capital of Holdings;

Security Interest: any mortgage, standard security, charge (whether legal or equitable), pledge, lien, right of set-off, assignment or assignation by way of security, retention of title, hypothecation, or any security interest whatsoever or any other agreement or arrangement having the effect of conferring security, howsoever created or arising and whether expressed to be conditional or otherwise and any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be released to or re-acquired or acquired by the relevant company;

Tax Deed of Covenant: the deed of covenant in respect of certain tax and related matters entered into on 13 August 2003 between Craegmoor Limited, Craegmoor No. 2 Limited, Craegmoor Group Limited, the companies listed in Schedule 1 to the Issuer/Borrowers Facility Agreement, Craegmoor Funding (No. 2) Limited, Prudential

DEFINITIONS OF TERMS USED IN FORM 395 AND SCHEDULE 1, AS USED IN THE CHARGE

Trustee Company Limited as the "Issuer Security Trustee" and the "Borrower Security Trustee" and each of Craegmoor Limited's subsidiaries from time to time.

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03830455

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A TAX DEED OF CHARGE DATED THE 13th AUGUST 2003 AND CREATED BY CRAEGMOOR HEALTHCARE COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE BENEFICIARIES 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 2nd SEPTEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th SEPTEMBER 2003.

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Companies House

— *for the record* —

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