

Particulars of a mortgage or charge

395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

077881/270

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[113]

4226452

Name of company

* Independent Community Living (Holdings) Limited (the "Company")

Date of creation of the charge

7 May 2003

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

Debenture (the "Debenture") dated 7 May 2003 between (1) the Company and (2) Barclays Bank PLC (the "Security Agent") as security agent and trustee for itself and the Lenders (as defined below).

Amount secured by the mortgage or charge

All obligations and liabilities as at the date of the Debenture and thereafter (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor (as defined below) to the Lenders (or any of them) under each or any of the Finance Documents (as defined below) together with all costs, charges and expenses incurred by any Lender in connection with the protection, preservation or enforcement (in the case of protection or preservation, to the extent such costs, charges and expenses are reasonable) of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities (together, the "Secured Liabilities") together with Interest (as defined below).

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

Barclays Bank PLC, 54 Lombard Street, London

Postcode EC3V 9EX

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

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

For official Use
Mortgage Section

Post room



LD3
COMPANIES HOUSE

0468
21/05/03

Time critical reference

2993993

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 terms used in this Form 395 and the Schedules.

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 Barton Lyde & Gilbert Date 20 May 2003
On behalf of [company] [~~mortgagee/chargee~~]

A fee of £10 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 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

**SCHEDULE 2 INDEPENDENT COMMUNITY LIVING (HOLDINGS)
LIMITED**

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

1. Charged Property

Fixed Charge

- 1.1 The Company with full title guarantee charged with the payment or discharge of the Secured Liabilities and Interest:
- (a) by way of legal mortgage all the freehold and leasehold property of the Company the title to which is registered at H. M. Land Registry and which is set out in Schedule 1 to the Debenture together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
 - (b) by way of legal mortgage all other freehold and leasehold property of the Company vested in it as at the date of the Debenture (whether or not registered at H. M. Land Registry) together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
 - (c) by way of first fixed charge all future freehold and leasehold property of the Company together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and all the goodwill and uncalled capital for the time being of the Company;
 - (d) by way of first fixed charge all book debts and other debts due or owing to the Company as at the date of the Debenture and from time to time;
 - (e) by way of first fixed charge the benefit of all licences, permissions, consents and authorisations (statutory or otherwise) held in connection with its business as at the date of the Debenture or thereafter or the use of any of the freehold or leasehold property described in 1.1(a) above (as specified in Clause 4.1(a) of the Debenture) and the right to recover and receive all compensation which may at any time become payable to it in respect thereof; and
 - (f) by way of first fixed charge all stocks, shares, debentures, bonds, warrants, coupons or other securities and investments owned by the Company as at the date of the Debenture of thereafter from time to time.

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**DEFINITIONS OF TERMS USED IN FORM 395 AND SCHEDULE 1, AS
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Floating Charge

- 1.2 The Company with full title guarantee charged with the payment or discharge of the Secured Liabilities and Interest by way of a first floating charge the undertaking and all other assets of the Company whatsoever and wheresoever as at the date of the Debenture and thereafter but so that the Company is not to be at liberty to create any mortgage or charge upon and so that no lien shall in any case or in any manner arise on or affect any part of the Security Assets either in priority to or pari passu with the charge created by the Debenture and further that the Company shall have no power without the consent of the Security Agent to part with or dispose of any part of such Security Assets except by way of sale in the ordinary course of its business.

1.6 Assignment

The Company with full title guarantee for the payment or discharge of the Secured Liabilities and Interest by way of assignment assigned and agreed to assign to the Security Agent (as agent and trustee for the Lenders) by way of security all its right, title and interest (if any) in and to the Servicing Agreement.

2 Negative Pledge

The Company covenanted with the Security Agent (as security agent and trustee for the Lenders) that it shall not without the prior consent of the Security Agent in writing purport to charge or assign the book debts and other debts charged by the Debenture in favour of any other person.

**SCHEDULE 2 INDEPENDENT COMMUNITY LIVING (HOLDINGS)
LIMITED**

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

Accession Agreement means the agreement pursuant to which an additional Guarantor accedes to the Warehouse Facility Agreement;

Advance means the principal amount of each borrowing under the Warehouse Facility Agreement or the principal amount of such borrowing outstanding from time to time;

Arranger means Barclays Bank PLC;

Borrower means Craegmoor Group Limited and/or Parkcare Homes No. 2 Ltd and, as the context requires in relation to any Advance, the borrower of such Advance.

Facility Agent means Barclays Bank PLC under the Warehouse Facility Agreement and its permitted successors and assigns;

Finance Documents has the meaning given to that term in the Warehouse Facility Agreement and includes any and each other agreement or instrument supplementing or amending any of such documents;

Guarantor means each of the Borrowers and each additional Guarantor which accedes to the Warehouse Facility Agreement as a Guarantor under the Accession Agreement;

Interest means interest payable on amounts unpaid when due under the Finance Documents to the extent that such interest is not a Secured Liability;

Lender means each of the Facility Agent, the Security Agent, the Arranger and the banks party to or having an interest under the Finance Documents from time to time (together the "**Lenders**")

Obligor means each Borrower and each Guarantor;

Original Bank means Barclays Bank PLC;

Security Assets means all assets of the Company the subject of any security created by the Debenture;

Servicing Agreement means the servicing agreement entered into between Parkcare Homes (No. 2) Ltd and Craegmoor Healthcare Company Limited (formerly Craegmoor Homes Limited);

Substitution Certificate means the agreement pursuant to which a bank which is a party to the Warehouse Facility Agreement transfers all or any part of its rights, benefits and/or obligations under the Finance Documents to another bank;

**SCHEDULE 2 INDEPENDENT COMMUNITY LIVING (HOLDINGS)
LIMITED**

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

Warehouse Facility Agreement means the £50,000,000 facility agreement dated 18 September 2000 between, amongst others, Craegmoor Group Limited and Parkcare Homes (No.2) Ltd. (as Borrowers and Guarantors), the Arranger, the Original Bank, the Facility Agent and the Security Agent, together with each Accession Agreement and Substitution Certificate relating thereto and any and each other agreement or instrument supplementing or amending it.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04226452

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 7th MAY 2003 AND CREATED BY INDEPENDENT COMMUNITY LIVING (HOLDINGS) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM PARKCARE HOMES (NO.2) LTD AND/OR CRAEGMOOR GROUP LIMITED AND EACH GUARANTOR TO BARCLAYS BANK PLC AS SECURITY AGENT AND TRUSTEE FOR ITSELF AND THE LENDERS 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 21st MAY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd MAY 2003.

Handwritten signature



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES