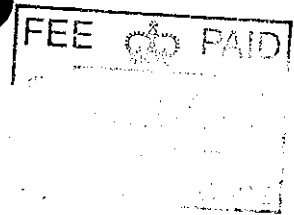


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COMPANIES FORM NO. 395

395



Please do not write in this margin

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For Official Use

Company Number

		2
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05636745

Name of company

*Insert full name of company

Albany Care Limited ("the Company")

Date of creation of the charge

30 April 2006

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

Debenture containing fixed and floating charges

Amount secured by the mortgage or charge

All or any monies 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 The Governor and Company of the Bank of Scotland ("BoS") by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not BoS shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice as well after as before any demand made or judgement obtained under or in relation to the Debenture ("the Secured Liabilities")

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

The Governor and Company of the Bank of Scotland, The Mound, Edinburgh, EH1 1YZ

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

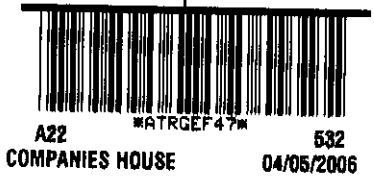
Nabarro Nathanson
1 South Quay, Victoria Quays,
Sheffield, S2 5SY
DX 712550 Sheffield 20

Ref: BC/MMG/B0125/01380

Time critical reference

For Official Use
Mortgage section

Post Room



Short particulars of all the property charged

All the undertaking, property and assets of the Company whatsoever and wheresoever, present and future, as specified in the attached Schedule, which also contains covenants by and restrictions on the Company which protect and further define the charges and must be read as one with the charges.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

For BoS

Signed Nubam Nathary Date 03/05/06

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, 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 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

Particulars of a mortgage or charge

Name of Company: Albany Care Limited

Number of Company: 05636745

SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS

contained in a Debenture in favour of BoS dated 30 April 2006

1 Charges

The Company with full title guarantee hereby charges to **BoS** as a continuing security for the payment or discharge of the Secured Liabilities:

- 1.1 by way of legal mortgage all estates and interests in freehold and leasehold property known as Albany House, 5 and 7 Woodlands Road, Woodlands, Adwick-le-Street, Doncaster, DN6 7JX registered at the Land Registry under Title Numbers SYK22045, SYK335970 and SYK397693 together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property;
- 1.2 by way of fixed charge:
 - 1.2.1 all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
 - 1.2.2 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 and the benefit of all other agreements relating to land to which it is or may become party otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Debenture;
 - 1.2.3 all present and future plant, machinery, vehicles, computers and office and other equipment owned by the Company;
 - 1.2.4 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them;
 - 1.2.5 all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts;
 - 1.2.6 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all disks, software, all applications for registration for any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company and others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;
 - 1.2.7 all the Company's goodwill and uncalled capital for the time being;
 - 1.2.8 all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under paragraph 1.2.5 above);
 - 1.2.9 all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);
- 1.3 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by paragraph 1, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in paragraph 1.2).

- 1.4 The Company with full title guarantee hereby assigns 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 thereof upon payment or discharge in full of the Secured Liabilities):
- 1.4.1 all the right, title and interest of the Company in and to any interest rate hedging agreements entered into by any person.
 - 1.4.2 (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 provision of the Debenture.

2 Conversion into fixed charge

- 2.1 **BoS** may at any time by notice in writing to the Company immediately convert the floating charge contained in paragraph 1.3 above into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from **BoS**, automatically be converted with immediate effect into a fixed charge:-
- 2.1.1 in respect of any Assets which become subject to a fixed charge in favour of any other person;
 - 2.1.2 in respect of any Assets which are subject to any step by any third party to levy any distress, attachment, execution or other legal process thereon
 - 2.1.3 in respect of all the Assets charged under the floating charge contained in paragraph 1.3 above if and when the Company ceases to carry on business or to be a going concern; and
 - 2.1.4 in respect of all the Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company.
- 2.2 Paragraph 2.1 will not apply:
- 2.2.1 to any Assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion; and/or
 - 2.2.2 solely by reason of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under the Insolvency Act 2000.

3 Restriction on charges and disposals

- 3.1 The Company will not without the prior written consent of **BoS**:
- 3.1.1 create or attempt to create or permit to subsist any right in security, mortgage, charge lien or encumbrance on all or any of its Assets (other than a lien arising in the ordinary course of business by operation of law) or;
 - 3.1.2 sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets; or
 - 3.1.3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.

4 Control of moneys received

- 4.1 The Company shall:
- 4.1.1 get in and realise the Company's book and other debts and other monies, in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an account in accordance with paragraph 4.1.2 below) upon trust for **BoS**;
 - 4.1.2 pay into its account with **BoS** (or as **BoS** may direct) all monies which it receives in respect of any book or other debts and other monies charged to **BoS**; and
 - 4.1.3 if called upon to do so by **BoS** execute a legal assignment of all or any of such book or other debts of **BoS**.

Definitions:

"Assets" shall mean 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.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05636745

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 30th APRIL 2006 AND CREATED BY ALBANY CARE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND 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 4th MAY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th MAY 2006.

DDMM



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES