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COMPANIES FORM No. 395

373598/13

Particulars of a mortgage or charge

395

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

1113

06516608

Name of company

* Careconcepts (Appleton) Limited (the "Chargor")

Date of creation of the charge

28 April 2009

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

Assignment of Building Contract

Amount secured by the mortgage or charge

All or any money and liabilities which will from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Chargee by the Chargor, whether as principal or surety and whether or not the Chargee shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Chargee may in the course of its business charge or incur in respect of any of those matters or for keeping the Chargor's account and so that interest shall be computed and compounded according to the usual rates and practice of the Chargee as well after as before any demand made or decree obtained under or in relation to the Assignment of Building Contract ("Indebtedness").

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

The Royal Bank of Scotland plc, 36 St Andrew Square, Edinburgh (the "Chargee")

Postcode EH2 2YB

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

DWF LLP
Centurion House
129 Deansgate
Manchester
M3 3AA

ARM/RLH/50634/728

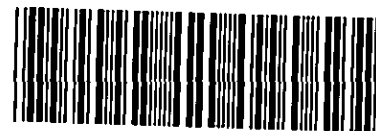
Time critical reference

For official Use (02/06)

Mortgage Section

Post room

FRIDAY



AVZQW9HG

A03

01/05/2009

358

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Under clause 3.1 of the Assignment of Building Contract the Chargor assigns with full title guarantee as security for the payment and discharge of the Indebtedness:-

(a) the benefit of its right title and interest in and to the Agreements; and

(b) sums which shall from time to time become payable to the Chargor by any Oblige under the Agreements or any provision thereof; and

(c) its rights arising out of or in connection with any breach or default by any Oblige of or under any of the terms covenants and conditions of the Agreements.

cont...

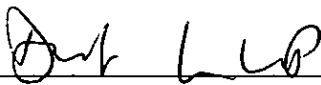
Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

29/4/09

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee 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 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

Name of company

*insert full name
of Company

* Careconcepts (Appleton) Limited (the "Chargor")

Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3. Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

Power of Attorney

The Assignment of Building Contract provides for a power of attorney granted by the Chargor in favour of the Chargee.

Negative Covenants

The Chargor shall not without the prior written consent of the Chargee further assign or create any encumbrance over the Charged Property or any part thereof.

Definitions

"Agreements" means the Borrower's Appointments and the Borrower's Building Contract.

"Borrower's Appointment" means each agreement pursuant to which a member of the borrower's professional team is engaged in the form approved by the Chargee (such approval not to be unreasonably withheld or delayed) (as further detailed in the Assignment of Building Contract).

"Borrower's Building Contract" means the JCT design and build contract revision 1 2007 between the Chargor and G&J Seddon Limited dated 10 February 2009.

"Obligee" means the party or parties of the second part to the Borrower's Appointments and Borrower's Building Contract (and if there shall be more than one such party the expression Obligee shall mean any one of them where the context so requires) their respective assignees or successors in title or any other party who is obligated to the Chargor under the terms of the Agreements (as further detailed in the Assignment of Building Contract).



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6516608
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT OF BUILDING
CONTRACT DATED 28 APRIL 2009 AND CREATED BY
CARECONCEPTS (APPLETON) LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
THE ROYAL BANK OF SCOTLAND PLC 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 1 MAY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 MAY 2009

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES