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CHFP025

Please do not
write in
this margin

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

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Company number

1411

1960990

Name of company

* ANS Homes Limited ("the Company")

Date of creation of the charge

9th July 2001

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

Standard Security by the Company in favour of Barclays Bank plc as
Security Trustee ("the Security Trustee") as defined therein dated 29th
May 2001

Amount secured by the mortgage or charge

See Schedules 1 & 2.

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

Barclays Bank plc, incorporated under the Companies Acts and having
their Registered Office at 54 Lombard Street, London EC3P 3AH as
Security Trustee for the Secured Parties as defined in Schedule 1

Postcode

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

Tods Murray WS
66 Queen Street
Edinburgh
EH2 4NE

RMM.RMD.B0190.218

Time critical reference

For official Use
Mortgage Section

Post room



PMO
COMPANIES HOUSE
A14
COMPANIES HOUSE

0533
10/01
12/07/01

Short particulars of all the property mortgaged or charged

ALL and WHOLE the tenant's interest in a Lease among Camomile Homes Limited, the Company and Associated Nursing Services plc dated 7th March 1997 of ALL and WHOLE the land and buildings at Newcarron, Falkirk, the landlord's interest therein being the subjects registered in the Land Register of Scotland under Title Number STG 14891, all as the same are delineated in red on the plan annexed as relative to the Charge.

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)

None

Signed

Tods Murray

Date 11th July 2001

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



TODS MURRAY WS
SOLICITORS

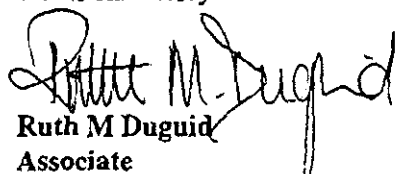
Fax to:	Janet Hurley	Copy to:	
Company:	Companies House, Cardiff	Fax no:	02920 380827
From:	Ruth M Duguid	Date:	13 July 2001
Your ref:		Our ref:	RMM.RMD.B0190.218
No. of pages:	3 (including cover page)		
Subject:	Barclays Bank plc ANS Homes Limited		

The contents of this facsimile transmission are confidential. The unauthorised use or disclosure of any information contained in it is prohibited.

I refer to our telephone conversation this afternoon and attach duplicates of Schedules 1 and 2 attached to the Form M395. Thanking you for your assistance in this matter.

Regards

Yours sincerely


Ruth M Duguid
Associate

Direct e-mail: ruth.duguid@todsmurray.com
Direct fax: (0131) 300 2083

66 Queen Street Edinburgh EH2 4NE

Tel 0131 226 4771 Fax 0131 225 3676 DX ED58

Also at: 33 Bathwell Street Glasgow G2 6NL Tel 0141 275 4771 Fax 0141 275 4781 DX 512815-Glasgow Central

Email maildesk@todsmurray.com

www.todsmurray.com

A list of the names of the partners is open to inspection at the above offices. Associated offices in countries throughout the world.
Authorised to conduct investment business under the Financial Services Act 1996 by The Law Society of Scotland.

SCHEDULE 2

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

The Company covenanted and undertook to the Security Trustee as trustee for the Secured Parties that it shall on demand of the Security Trustee discharge all obligations which the Company may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties including any liability in respect of any further advances made under the Facilities or the Mezzanine Loan Facility, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Company shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by the Company to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities (the "Secured Obligations").

SCHEDULE 1

DEFINITIONS

In this form 395:

"Agent" means Barclays Bank plc as agent of the Lenders.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee.

"Facilities" has the meaning given to that term in the Senior Credit Agreement.

"Intercreditor Agreement" means the intercreditor agreement dated on or about the date of the Senior Credit Agreement, certain subsidiaries of the Borrowers, the Agent, Security Trustee, the Overdraft Bank, the Senior Hedge Counterparty, the Lenders, the Mezzanine Agent and the Mezzanine Lenders.

"Lender" means:

- (a) any Original Lender; and
- (b) any bank or financial institution which has become a Party in accordance with Clause 23 (Changes to the Lenders).

Which in each case has not ceased to be a Party in accordance with the terms of the Senior Credit Agreement.

"Mezzanine Agent" has the meaning given to the term "Agent" in the Mezzanine Loan Agreement.

"Mezzanine Lenders" has the meaning given to the term "Banks" in the Mezzanine Loan Agreement.

"Mezzanine Loan Agreement" has the meaning given to that term in the Senior Credit Agreement.

"Mezzanine Loan Facility" has the meaning given to that term in the Senior Credit Agreement.

"Original Lenders" means Barclays Bank plc, Fortis Bank SA/NV and The Governor and Company of the Bank of Scotland as Lenders.

"Overdraft Bank" means Barclays Bank plc as overdraft bank.

"Receiver" has the meaning given to that term in the Debenture.

"Secured Parties" means the Security Trustee, any Receiver or Delegate, the Agent, the Lenders, the Overdraft Bank, the Senior Hedge Counterparty, the Mezzanine Agent and the Mezzanine Lenders (each as defined in the Senior Credit Agreement).

"Security Trustee" means Barclays Bank plc in its capacity as Security Trustee appointed under the Intercreditor Agreement and each of its successors in each capacity.

"Senior Credit Agreement" means the credit agreement dated 27 March 2001 between ANS 2000 plc as borrower (1), certain subsidiaries of ANS 2000 plc as original guarantors (2), Barclays Capital and Fortis Bank SA-NV as Lead Arranger (3), The Governor and Company of the Bank of Scotland as co-arranger (4), the Original Lenders named therein (5), Barclays Bank plc as agent (6), Barclays Bank plc as overdraft bank (7), and Barclays Bank plc as security trustee (8).

"Senior Hedge Counterparty" has the meaning given to that term in the Intercreditor Agreement.

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COMPANIES FORM No. 398

398

**Notice of registration in
Scotland or Northern Ireland
of a charge comprising property
situate there**

CHFP025

Please do not
write in
this margin

Pursuant to section 398(4) of the Companies Act 1985

To the Registrar of Companies
(Address overleaf)

Company number

1960990

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

Name of company

* ANS Homes Limited

* insert full name
of company

Tods Murray WS

of 66 Queen Street

Edinburgh

EH2 4NE

§ give date and
parties to charge

certify that the charges being a Standard Security by the said ANS Homes Limited
in favour of Barclays Bank plc as Security Trustee as defined therein

† delete as
appropriate

of which a true copy is annexed to this form was presented for registration on 9th July 2001
in [Scotland] ~~[Northern Ireland]~~

Signed

Tods Murray

Date

11/07/01

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

Tods Murray WS
66 Queen Street
Edinburgh
EH2 4NE

DX ED58 Edinburgh
RMM.RMD.B0190.218

For official Use

Mortgage Section

Post room

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01960990

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A STANDARD SECURITY WHICH WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 9 JULY 2001 AND DATED THE 29th MAY 2001 AND CREATED BY ANS HOMES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SECURITY TRUSTEE (WHETHER ON ITS OWN ACCOUNT OR AS TRUSTEE OR THE SECURED PARTIES)(AS DEFINED) OR ANY OF THE OTHER SECURED PARTIES INCLUDING ANY LIABILITY IN RESPECT OF ANY FURTHER ADVANCES MADE UNDER THE FACILITIES OR THE MEZZANINE LOAN FACILITY (BOTH AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th JULY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th JULY 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

R. Row.