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CHFP025

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

214494/676

395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

101

01973823

Name of company

* Challenge Care Limited (the "Charging Company")

Date of creation of the charge

2 October 2008

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

Deed of accession and charge dated 2 October 2008 made between, amongst others, the Charging Company in favour of Barclays Bank PLC (in its capacity as Security Agent for the Beneficiaries (as defined in the attached Schedule)) (the "Accession Deed") to the Debenture (as defined in the attached Schedule)

Amount secured by the mortgage or charge

The Secured Sums (as defined in the attached Schedule)

References to any Finance Document (as defined in the attached Schedule) include references to such Finance Document as varied in any manner from time to time, even if changes are made to the composition of the parties to such document or to the nature or amount of any facilities made available under such document

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

Barclays Bank PLC (in its capacity as Security Agent for the Beneficiaries (as defined in the attached Schedule))
5 The North Colonnade, Canary Wharf, London

Postcode E14 4BB

Presentor's name address and reference (if any)

Lovells LLP
Atlantic House
Holborn Viaduct
London
EC1A 2FG

F3/TSWE/001BB 58007/2028485 1

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY



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A09

08/10/2008

78

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Part II of the attached Schedule

The attached Schedule refers to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Accession Deed and which must be read as part of those charges

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)

Not applicable

Signed Laells LP

Date 6/10/08

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**

SCHEDULE TO FORM 395 FOR CHALLENGE CARE LIMITED

COMPANY NUMBER 01973823

Part I

Definitions

In this Schedule, references to Clauses and Schedules are to Clauses of, and Schedules to, the Accession Deed unless otherwise specified. References in this Schedule to the Debenture or to any other document (including any Finance Document) include reference to the Debenture, or to such other document, as varied in any manner from time to time. In this Form 395 the following expressions shall have the following meanings respectively set out below:

"2006 Act" means the Companies Act 2006,

"Accession Date" means 2 October 2008,

"Account Bank" means Barclays Bank PLC and, until the migration to Barclays Bank PLC of any Collection Account held with it by the Charging Company, Bank of Scotland plc, or such other bank as the Security Agent may from time to time specify,

"Acquisition Agreement" has the meaning given to that term in the Facilities Agreement,

"Acquisition Agreement Claims" means all the Charging Company's rights, title and interest and benefit in and to, and any sums payable to the Charging Company pursuant to, all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Charging Company, and any rights of abatement or set-off, and all other rights of recovery under or pursuant to the Acquisition Agreement or any other Acquisition Document,

"Acquisition Document" has the meaning given to that term in the Facilities Agreement,

"Agent" means Barclays Bank PLC and includes any successor agent appointed pursuant to the Facilities Agreement at any time,

"Assets" means all the Charging Company's undertaking, property, assets, revenues and rights of every description, or any part of them,

"Beneficiary" means each Senior Finance Party, each Mezzanine Finance Party and each Hedge Counterparty,

"Chargor" means each company named in Part IV (*The Chargors*) of this Schedule and (with effect from its accession) each other company which executes a Deed of Accession and Charge and any company which subsequently adopts the obligations of a Chargor,

"Collection Account" means the Charging Company's account with an Account Bank into which the Charging Company is required to pay its Receivables pursuant to Clause 6.1 (*Collection Account*) of the Debenture,

"Debenture" means the debenture dated 18 July 2008 and made between, amongst others, Miro Acquisitions Limited (now known as Craegmoor Acquisitions Limited), and Miro Mezzco Limited (now known as Craegmoor Mezzco Limited) in favour of the Security Agent,

"Declared Default" means the Agent and/or the Mezzanine Agent (as the case may be) first exercising its respective rights under Clause 28.19 (*Acceleration*) of the Facilities Agreement and/or Clause 24.19 (*Acceleration*) of the Mezzanine Facility Agreement,

"Deed of Accession and Charge" means a deed of accession and charge substantially in the form set out in Schedule 3 (*Form of Deed of Accession and Charge for a new Chargor*) of the Debenture,

"Derivative Rights" includes

- (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise,
- (b) dividends, distributions, interest and other income paid or payable in relation to any Investments, and
- (c) stock, shares and securities offered in addition to or in substitution for any Investments,

"Disposal Programme 2008" has the meaning given to that term in the Facilities Agreement,

"Excluded Fixed Charge Properties" means

- (a) all Material Leases in, or owned by entities in, the Older People Division where the consent of the lessor is required in order for the creation of fixed Security over such lease,
- (b) all Material Leases in the Disposal Programme 2008 where the consent of the lessor is required in order for the creation of fixed Security over such lease,
- (c) any lease with an unexpired term of less than 21 years, and
- (d) any Material Consent Lease for as long as consent under such lease has not been granted unless and until the relevant consent is granted,

in each case as set out in Part VIII (*Excluded Fixed Charge Properties*) of this Schedule,

"Excluded Insurance Policy Amounts" means any sums payable to the Charging Company pursuant to any Insurance Policy where such sums

- (a) relate to third party liability, business interruption or similar claims, or
- (b) are in an amount of less than £1,000,000 for any single claim or series of related claims, or
- (c) relate to Insurance Policies in respect of which the Charging Company (or other member of the Group) is not the beneficiary, such that such Insurance Policies do not form part of the assets of the Charging Company (or other member of the Group),

"Excluded Mortgage Properties" means

- (a) all Land in, or owned by entities in, the Older People Division,
- (b) all Land included in the Disposal Programme 2008,
- (c) any lease with an unexpired term of less than 21 years, and
- (d) the Material Consent Leases,

in each case as set out in Part IX (*Excluded Mortgage Properties*) of this Schedule,

"Excluded Security Properties" means all Land as set out in Part X (*Excluded Security Properties*) of this Schedule,

"Facilities Agreement" means the facilities agreement dated 18 July 2008 between Miro Mezzco Limited (now known as Craegmoor Mezzco Limited) (as the Parent), the Companies listed as Original Borrowers, the Companies listed as Original Guarantors, Barclays Leveraged Finance, Calyon and RBC Capital Markets (as Arrangers), Barclays Bank PLC (as Agent, Security Agent and Issuing Bank) and Barclays Bank PLC, Calyon and Royal Bank of Canada (as Original Lenders) (each term as defined therein),

"Finance Documents" means each Senior Finance Document, each Mezzanine Finance Document and each Hedging Agreement,

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3 (*Assignments*) of the Accession Deed as set out in paragraph 1 of Part II (*Particulars or property mortgaged or charged*) of this Schedule or within a mortgage or fixed charge created by Clause 4 (*Fixed security*) of the Accession Deed as set out in paragraph 2 of Part II (*Particulars or property mortgaged or charged*) of this Schedule,

"Group" means the Parent and its Subsidiaries for the time being,

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

"Hedging Agreements" has the meaning given to them in the Intercreditor Agreement,

"Insurance Policy" means any contract or policy of insurance of the Charging Company (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Charging Company or (to the extent of its interest) in which the Charging Company has an interest at any time,

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, such rights,

"Intercreditor Agreement" means the intercreditor agreement dated 18 July 2008 and made between Miro Mezzco Limited (as the Parent) (now known as Craegmoor Mezzco Limited), Barclays Bank PLC (as Security Agent, Senior Agent and Mezzanine Agent), Barclays Leveraged Finance, Calyon and RBC Capital Markets (as Senior Arrangers and Mezzanine Arrangers), the Hedge Counterparties, the Senior Creditors, the Mezzanine Creditors, the Investors, the Obligors, the Intercompany Creditors and the Intercompany Debtors (each term as defined therein),

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Part II, Schedule 2 of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depositary interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise,

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures),

"Mandatory Prepayment Account" has the meaning given to that term in the Facilities Agreement,

"Material Adverse Effect" has the meaning given to that term in the Facilities Agreement,

"Material Consent Lease" means any Material Lease (other than the Excluded Security Properties and any lease referred to in paragraph (a) or (b) of the term Excluded Fixed Charge Properties) where the consent of the lessor is required in order for the creation of Security over such lease,

"Material Land" means all Land other than leases with an unexpired term of less than 21 years and the Excluded Security Properties,

"Material Lease" means any lease with an unexpired term of 21 years or more,

"Mezzanine Agent" means Barclays Bank PLC and includes any successor agent appointed pursuant to the Mezzanine Facility Agreement at any time,

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 18 July 2008 between Miro Mezzco Limited (as Parent) (now known as Craegmoor Mezzco Limited), Miro Acquisitions Limited (as Borrower) (now known as Craegmoor Acquisitions Limited), the Original Guarantors, the Original Lenders, Barclays Leveraged Finance, Calyon and RBC Capital Markets (as Arrangers) and Barclays Bank PLC (as Agent and Security Agent) (each term as defined therein),

"Mezzanine Finance Document" means the Mezzanine Facility Agreement, any Accession Letter, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Hedging Letter, the Intercreditor Agreement, the Syndication Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, any Funding Note and any other document designated as such by the Agent and the Parent and/or the Borrower (and for this purpose, with the exception of the Mezzanine Facility Agreement, Hedging Agreements and the Intercreditor Agreement, terms referred to in this definition shall have the meanings given to them in the Mezzanine Facility Agreement),

"Mezzanine Finance Party" means the Mezzanine Agent, each Arranger (as defined in the Mezzanine Facility Agreement), the Security Agent, the Lenders (as defined in the Mezzanine Facility Agreement) and any Hedge Counterparty,

"Older People Division" has the meaning given to that term in the Facilities Agreement,

"Parent" means Miro Mezzco Limited (now known as Craegmoor Mezzco Limited) a limited liability company incorporated in England and Wales under the Companies Acts (as defined in the 2006 Act) with registered number 06628024,

"Permitted Security" has the meaning given to that term in the Facilities Agreement,

"Receivables" means all sums of money receivable by the Charging Company at any time consisting of or payable under or derived from any Asset described in Clause 4 (*Fixed Security*) of the Accession Deed,

"Relevant System" has the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of, and clearance of transactions in, Investments,

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents,

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Agent" means Barclays Bank PLC acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents,

"Senior Finance Document" means the Facilities Agreement, any Accession Letter, any Ancillary Document, any Letter of Credit, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Hedging Letter, the Intercreditor Agreement, the Syndication Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as such by the Agent and the Parent and/or the Company (and for this purpose, with the exception of the Facilities Agreement, the Hedging Agreements and the Intercreditor Agreement, terms referred to in this definition shall have the meanings given to them in the Facilities Agreement),

"Senior Finance Party" means the Agent, each Arranger (as defined in the Facilities Agreement), the Security Agent, the Lenders (as defined in the Facilities Agreement), the Issuing Bank (as defined in the Facilities Agreement), a Hedge Counterparty and any Ancillary Lender (as defined in the Facilities Agreement),

"Specified Intellectual Property" means the Intellectual Property listed in Part VI (*Specified Intellectual Property*) of this Schedule,

"Specified Investments" means, in relation to the Charging Company, all Investments, which at any time

- (a) represent a holding in a Subsidiary of the Charging Company or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the 2006 Act "30 per cent or more" were substituted for "a majority",
- (b) are held in the name of the Security Agent or its nominee or to its order, or
- (c) the Charging Company has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee,

"Structural Intra-Group Loan" means the loan made by the Miro Acquisitions Limited (now known as Craegmoor Acquisitions Limited) to Craegmoor Group Limited as specified in the Structure Memorandum,

"Structure Memorandum" has the meaning given to that term in the Facilities Agreement, and

"Subsidiaries" has the meaning given to that term in the Facilities Agreement

Part II

Particulars of property mortgaged or charged

- 1 By Clause 3 (*Assignments*) of the Accession Deed, the Charging Company, with full title guarantee, as Security for the payment or discharge of all Secured Sums, assigned absolutely to the Security Agent
 - (a) the benefit of all of its Acquisition Agreement Claims,
 - (b) all its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies (other than in respect of Excluded Insurance Policy Amounts),
 - (c) all its rights, title and interest from time to time in respect of the Hedging Agreements, and
 - (d) all of its rights, title and interest from time to time in respect of any Structural Intra-Group Loans
- 2 By Clause 4 (*Fixed Security*) of the Accession Deed, the Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, charged to the Security Agent (and subject to sub-paragraph (c)(i) of Clause 3 7 (*Lessor's consent*) and to paragraph (a) of Clause 3 8 (*Assets subject to restrictions on charging*) of the Debenture)
 - (a) by way of legal mortgage, all Land (other than the Excluded Mortgage Properties and the Excluded Security Properties) in England and Wales vested in it at the Accession Date and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of the Accession Deed, in each case as described in Part V (*Land to be Mortgaged*) of this Schedule,
 - (b) by way of legal mortgage, all other Land (other than the Excluded Mortgage Properties and the Excluded Security Properties) in England and Wales vested in it at the Accession Date and not registered at the Land Registry,
 - (c) by way of fixed charge
 - (i) all other Land (other than the Excluded Fixed Charge Properties and the Excluded Security Properties) which is at the Accession Date, or in the future becomes, its property,
 - (ii) all interests and rights in or relating to Land (other than the Excluded Fixed Charge Properties and the Excluded Security Properties) or the proceeds of sale of Land at the Accession Date or in the future belonging to it,
 - (iii) any Material Consent Lease which is at the Accession Date, or in the future becomes, its property where, at the Accession Date or in the future, the landlord's consent to create fixed Security over such lease has been obtained,
 - (iv) all plant and machinery at the Accession Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 4 (*Fixed Security*) of the Accession Deed (as set out in the preceding provisions of this paragraph 2),

- (v) all rental and other income and all debts and claims at the Accession Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,
- (vi) all Specified Investments which are at the Accession Date its property including all proceeds of sale derived from them,
- (vii) all Specified Investments in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
- (viii) all Derivative Rights of a capital nature at the Accession Date or in the future accruing or offered in respect of its Specified Investments,
- (ix) all Derivative Rights of an income nature at the Accession Date or in the future accruing or offered at any time in respect of its Specified Investments,
- (x) where Specified Investments are held in a Relevant System, all its rights against the operator of the Relevant System or any participant in respect of such Specified Investments,
- (xi) all Insurance Policies at the Accession Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Accession Date or in the future deposited by it with the Security Agent, together with all its rights and interests in such Insurance Policies (including the benefit of all claims arising and all money payable under them) other than in respect of Excluded Insurance Policy Amounts and apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Accession Deed,
- (xii) all its goodwill and uncalled capital for the time being,
- (xiii) all Specified Intellectual Property belonging to it,
- (xiv) all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xv) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xvi) the benefit of all agreements and licences at the Accession Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (xvii) all its rights at the Accession Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,
- (xviii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(xiii) to (xvii) inclusive of Clause 4 (*Fixed Security*) of the Accession Deed (as set out in sub-paragraphs (c)(xiii) to (xvii) inclusive above),
- (xix) all trade debts at the Accession Date or in the future owing to it,

- (xx) all debts owing to it as described in Part VII (*Details of debts owing to the Charging Company by another member of the Group which are subject to a fixed charge*) of this Schedule,
- (xxi) all other debts at the Accession Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,
- (xxii) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (*Assignments*) of the Accession Deed (as set out in paragraph 1 above),
- (xxiii) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account,
- (xxiv) any beneficial interest, claim or entitlement it has to any pension fund at the Accession Date or in the future,
- (xxv) all rights, money or property accruing or payable to it at the Accession Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Accession Deed (as set out in the foregoing provisions of this Part II),
- (xxvi) all moneys at any time standing to the credit of any Mandatory Prepayment Account, and
- (xxvii) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them,

other than any Asset of the Charging Company which is located in Scotland

- 3 By Clause 5 (*Creation of floating charge*) of the Accession Deed, the Charging Company, with full title guarantee, charged to the Security Agent as security for the payment of all Secured Sums, by way of floating charge (and subject to sub-paragraph (c)(ii) of Clause 3.7 (*Lessor's consent*) and to paragraph (b) of Clause 3.8 (*Assets subject to restrictions on charging*) of the Debenture

- (a) all its Assets (other than the Excluded Security Properties) except to the extent that such Assets are for the time being effectively assigned by way of security referred to in paragraph 1 above or charged by any fixed charge referred to in paragraph 2 above, including any Assets (other than the Excluded Security Properties) comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Debenture, and
- (b) without exception, all its Assets (other than the Excluded Security Properties) insofar as they are for the time being situated in Scotland,

but (except where such action is either permitted or not prohibited by the terms of the Finance Documents) in each case so that the Charging Company shall not create any Security over any such Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) of the Debenture with respect to any such Asset, and the Charging Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset (except by way of sale, transfer or disposal in the

ordinary course of its business to the extent that such action is not otherwise prohibited by any Finance Document)

Part III

Covenants and Restrictions

- 1 By acceding to Clause 6 1 (*Collection Account*) of the Debenture, except where moneys are to be paid into a Mandatory Prepayment Account in accordance with the terms of any other Finance Document, the Charging Company agreed to collect and realise all its Receivables and, promptly on receipt, pay all money so collected into the Collection Account specified from time to time by the Security Agent. The Charging Company agreed, pending such payment, to hold all money so received upon trust for the Security Agent.
- 2 By acceding to Clause 6 3 (*No Derogation*) of the Debenture, the Charging Company agreed that, following the occurrence of a Declared Default, it would not purport, without the Security Agent's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery, other than in relation to the commutation of Receivables with its customers in the ordinary course of business.
- 3 By acceding to Clause 7 (*Negative Pledge and other restrictions*) of the Debenture, the Charging Company agreed that it would not, without the prior written consent of the Security Agent (and with the exception of Permitted Security or where expressly permitted under the Finance Documents)
 - (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or
 - (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so
- 4 By acceding to Clause 11 2 (*Negative Covenants*) of the Debenture, the Charging Company agreed that it would not
 - (a) enter into any onerous or restrictive obligation affecting its Material Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which would be reasonably be expected to have a Material Adverse Effect, or
 - (b) extend, renew on substantially different terms or vary any lease or tenancy agreement or give any licence to assign or underlet in relation to its Material Land to the extent that it would be reasonably be expected to materially adversely affect its value or the value of the Security constituted by the Debenture

Part IV

The Chargors

Name of Chargor	Jurisdiction and company number
Craegmoor Mezzco Limited (formerly Miro Mezzco Limited)	Registered in England and Wales under number 06628024
Craegmoor Acquisitions Limited (formerly Miro Acquisitions Limited)	Registered in England and Wales under number 06628016
Craegmoor Limited	Registered in England and Wales under number 04204571
Alphabet Childrens Services Limited	Registered in England and Wales under number 02939514
Autism Tasc Services Limited	Registered in England and Wales under number 04744054
Challenge Care Limited	Registered in England and Wales under number 01973823
Conquest Care Homes (Norfolk) Limited	Registered in England and Wales under number 02894168
Conquest Care Homes (Peterborough) Limited	Registered in England and Wales under number 02706124
Conquest Care Homes (Soham) Limited	Registered in England and Wales under number 03934362
Cotswold Care Services Ltd	Registered in England and Wales under number 03341447
Craegmoor Group Limited	Registered in England and Wales under number 02825572
Craegmoor Facilities Company Limited	Registered in England and Wales under number 03656033
Craegmoor Facilities Company No 2 Limited	Registered in England and Wales under number 05150138
Craegmoor Healthcare Company Limited	Registered in England and Wales under number 03830455
Craegmoor Holdings Limited	Registered in England and Wales under number 03830300
Craegmoor Homes Limited	Registered in England and Wales under number 04790588
Craegmoor Investments Limited	Registered in England and Wales under number 04790555
Craegmoor No 2 Limited	Registered in England and Wales under number 04229516
Craegmoor Supporting You Limited	Registered in England and Wales under number 04955186
Cranley Limited	Registered in England and Wales under number 03517404
Ferguson Care Limited	Registered in England and Wales under number 02582268

Name of Chorgor	Jurisdiction and company number
Greymount Properties Ltd	Registered in England and Wales under number 03091645
Grovedraft Limited	Registered in England and Wales under number 04166805
Health & Care Services Humbs Ltd	Registered in England and Wales under number 02507285
Health & Care Services (NW) Limited	Registered in England and Wales under number 02847005
Health & Care Services (UK) Limited	Registered in England and Wales under number 02083074
Health & Care Services Yorks Ltd	Registered in England and Wales under number 02507302
Heddfan Care Limited	Registered in England and Wales under number 02928647
Highway (Burnley) Limited	Registered in England and Wales under number 02693859
Hometrack Ltd	Registered in England and Wales under number 03015539
Independent Community Living (Holdings) Limited	Registered in England and Wales under number 04226452
Independent Community Living Limited	Registered in England and Wales under number 02989725
Inputrelate Limited	Registered in England and Wales under number 04675861
J C Care Limited	Registered in England and Wales under number 03251577
Johnston Care Limited	Registered in England and Wales under number 03381658
La Pierre Care Homes Limited	Registered in England and Wales under number 02647567
Lansdowne Road Limited	Registered in England and Wales under number 02115380
London Parkcare Limited	Registered in England and Wales under number 01825148
Lothlorien Community Limited	Registered in England and Wales under number 02872249
Parkcare Homes (No 2) Limited	Registered in England and Wales under number 04000281
Parkcare Homes Limited	Registered in England and Wales under number 02155276
R J Homes Limited	Registered in England and Wales under number 02980088
Sapphire Care Services Limited	Registered in England and Wales under number 04146017
Specialised Courses Offering Purposeful Education Limited	Registered in England and Wales under number 02485984
Speciality Care (Care Homes) Limited	Registered in England and Wales under number 03257732

Name of Chargor	Jurisdiction and company number
Speciality Care (Learning Disabilities) Limited	Registered in England and Wales under number 02953416
Speciality Care (Rehab) Limited	Registered in England and Wales under number 02965073
Speciality Care (Rest Care) Limited	Registered in England and Wales under number 03257061
Speciality Equestrian Centre Limited	Registered in England and Wales under number 03156702
Speciality Healthcare Limited	Registered in England and Wales under number 02904221
Strathmore Care Services Limited	Registered in England and Wales under number 04147864
Strathmore College Limited	Registered in England and Wales under number 04147939
Treehome Limited	Registered in England and Wales under number 02776626
Yorkshire Parkcare Company Limited	Registered in England and Wales under number 01915148

Part V

**Land mortgaged under Clause 4 (*Fixed Security*)
of the Accession Deed**

None at the Accession Date

Part VI

Specified Intellectual Property

None at the Accession Date

Part VII

Details of debts owing to the Charging Company by another member of the Group which are subject to a fixed charge

None at the Accession Date

Part VIII

Excluded Fixed Charge Properties

None at the Accession Date

Part IX

Excluded Mortgage Properties

None at the Accession Date

Part X

Excluded Security Properties

None at the Accession Date



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1973823
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ACCESSION AND
CHARGE ACCEEDING TO THE DEBENTURE DATED 18 JULY
2008 AND DATED 2 OCTOBER 2008 AND CREATED BY
CHALLENGE CARE LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM EACH CHARGOR TO ALL OR ANY
OF THE BENEFICIARIES 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 8 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 OCTOBER 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES