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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £13 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)

FEE PAID

EDINBURGH

For official use

Company number

2155276

Name of company

* Parkcare Homes Limited (the "Company")

Date of creation of the charge

18 May 2007 (the "Charge Date")

dated 30 Apr 2007

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

Standard Security (the "Charge Document")

Amount secured by the mortgage or charge

The payment and discharge of all monies and liabilities whatsoever constituting the Borrower Secured Amounts which at the Charge Date or at any time after the Charge Date may (whether before or after demand) become due, owing and payable to the Borrower Security Trustee (whether for its own account or as trustee for the Borrower Secured Creditors) or any of the other Borrower Secured Creditors by the Company or any of the remaining Obligor, actually or contingently, and all other obligations and liabilities under or pursuant to the Transaction Documents to which any of the Initial Borrowers is a party provided that there shall be excluded from the foregoing any liability or sum (or any part thereof) which would, but for this proviso, cause such covenant and undertaking or the security constituted by the Charge Document for such liability or sum to constitute unlawful financial assistance within the meaning of Sections 151 and 152 of the Companies Act 1985

(Capitalised terms not defined in this Form 395 are defined in part 1 of the Schedule annexed hereto)

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

Prudential Trustee Company Limited (Registered Number 1863305) of Laurence Pountney Hill, London as security trustee in terms of the Borrower Deed of Charge (the "Borrower Security Trustee")

Postcode EC4R 0HH

Presentor's name address and reference (if any)

Tods Murray LLP
Edinburgh Quay
133 Fountainbridge
Edinburgh
EH3 9AG

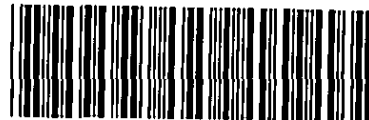
Time critical reference
SJR RAS B01741 1010

For official Use (06/2005)

Mortgage Section

Post room

MONDAY



SCT

"SECQU4J"

04/06/2007

892

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The subjects lying to the south of Bognie Terrace, Glasgow being the subjects registered in the Land Register of Scotland under Title Number GLA171917

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

Peter Shaw
Partner for 2005 William & Co

Date

4/6/2007

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

Notes

† delete as appropriate

- 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

This is the Schedule referred to in the foregoing Form 395 in relation to a Standard Security granted by the Company in favour of Borrower Security Trustee

Account Bank	means the Borrower Account Banks and the Issuer Account Bank, and each an Account Bank
Additional Borrower	shall have the meaning given to that term in the Master Definitions and construction Schedule
Additional Guarantor	shall have the meaning given to that term in the Master Definitions and construction Schedule
Agency Agreement	shall have the meaning given to that term in the Master Definitions and construction Schedule
Agent Bank	shall have the meaning given to that term in the Master Definitions and construction Schedule
Asset Administrator	shall have the meaning given to that term in the Master Definitions and construction Schedule
Bank Agreement	shall have the meaning given to that term in the Master Definitions and construction Schedule
Borrower	means the Initial Borrowers and any Additional Borrowers, and Borrower means any one of them
Borrower Deed of Charge	means the deed of charge and assignment between the Company, the Issuer, the Borrower Security Trustee and others dated 13 August 2003
Borrower Secured Amounts	means the moneys and liabilities which each Initial Obligor covenants in Clause 2.1 of the Borrower Deed of Charge to pay or discharge and all claims, demands and damages for breach of any such covenant, and references to the Borrower Secured Amounts includes references to any of them and following substitution of the Issuer in accordance with Clause 12.2 of the Issuer/Borrowers Facility Agreement also includes the Issuer Secured Amounts
Borrower Secured Creditors	means each of the Borrower Security Trustee, the Issuer, the Account Bank, any Receiver appointed under the Borrower Deed of Charge, the Subordinated Lender and any combination of them and such other creditor who may accede to the terms of the Borrower Deed of Charge from time to time in accordance with the terms thereof, and Borrower Secured Creditor includes references to any one of them
Borrowers	means the Initial Borrowers and any Additional Borrowers, and Borrower means any one of them

Class A Couponholders	shall have the meaning given to that term in the Master Definitions and construction Schedule
Class A Coupons	shall have the meaning given to that term in the Master Definitions and construction Schedule
Class A Noteholders	shall have the meaning given to that term in the Master Definitions and construction Schedule
Class A Notes	shall have the meaning given to that term in the Master Definitions and construction Schedule
Class B Couponholders	shall have the meaning given to that term in the Master Definitions and construction Schedule
Class B Coupons	shall have the meaning given to that term in the Master Definitions and construction Schedule
Class B Noteholders	shall have the meaning given to that term in the Master Definitions and construction Schedule
Class B Notes	shall have the meaning given to that term in the Master Definitions and construction Schedule
Class M Couponholders	shall have the meaning given to that term in the Master Definitions and construction Schedule
Class M Noteholders	shall have the meaning given to that term in the Master Definitions and construction Schedule
Class M Notes	shall have the meaning given to that term in the Master Definitions and construction Schedule
Closing Date	means 13th August, 2003
Coupons	shall have the meaning given to that term in the Master Definitions and construction Schedule
Financial Adviser	shall have the meaning given to that term in the Master Definitions and construction Schedule
Financial Advisory and Asset Administration Agreement	shall have the meaning given to that term in the Master Definitions and construction Schedule
Guarantee and Reimbursement Agreement	shall have the meaning given to that term in the Master Definitions and construction Schedule
Guarantors	means each Initial Guarantor and any Additional Guarantors
Initial Borrowers	means each of the companies listed in Schedule 1 to the Issuer/Borrowers Facility Agreement, and Initial Borrower means any one of them

Initial Guarantors	means the companies which have guaranteed the Initial Borrowers payments under Clause 18.1 of the Issuer/Borrowers Facility Agreement, and Initial Guarantor means any one of them,
Initial Obligor	means the Initial Guarantors and Initial Borrowers, and Initial Obligor means any of them
Issuer	means Craegmoor Funding (No. 2) Limited, a limited liability company incorporated in the Cayman Islands with registered number 125919 and whose registered office is at the offices of Maples and Calder, Ugland House, South Church Street, P.O. Box 309, George Town, Grand Cayman, Cayman Islands
Issuer Account Bank	shall have the meaning given to that term in the Master Definitions and construction Schedule
Issuer Deed of Charge	shall have the meaning given to that term in the Master Definitions and construction Schedule
Issuer Secured Amounts	means the aggregate of all moneys and other liabilities for the time being due or owing by the Issuer <ol style="list-style-type: none"> 1 to the Issuer Security Trustee, any Receiver, the Note Trustee, the Class A Noteholders, the Class A Couponholders (if any), the Class M Noteholders, the Class M Couponholders (if any), the Class B Noteholders, the Class B Couponholders (if any), any New Noteholders and any New Couponholders under or pursuant to the Issuer Deed of Charge, the Class A Notes, the Class A Coupons, the Class M Notes, the Class M Couponholders, Class B Notes, the Class B Coupons, any New Notes, any New Coupons, any Replacement Notes, any Replacement Coupons, the Trust Deed and the Agency Agreement, 2 to MBIA under the Guarantee and Reimbursement Agreement, MBIA Guarantee Fee Letter and the Issuer Deed of Charge, 3 to the Liquidity Facility Provider under the Liquidity Facility Agreement and the Issuer Deed of Charge, 4 to the Principal Paying Agent, the Luxembourg Paying Agent and the Agent Bank under the Agency Agreement and the Issuer Deed of Charge, 5 to the Servicer under the Servicing Agreement

and the Issuer Deed of Charge,

- 6 to the Financial Adviser report and/or the Asset Administrator under the Financial Advisory and Asset Administration Agreement and the Issuer Deed of Charge,
- 7 to the Swap Provider under the Swap Agreements and the Issuer Deed of Charge, and
- 8 to the Issuer Account Bank under the Bank Agreement and the Issuer Deed of Charge,

Issuer/Borrowers Agreement	Facility	means the agreement dated the Closing Date between, inter alios, the Initial Borrowers, the Issuer, the Borrower Security Trustee and MBIA pursuant to which the Issuer agrees to make available, from time to time, certain loan facilities to the Borrowers upon and subject to the terms set out therein,
Liquidity Facility		shall have the meaning given to that term in the Master Definitions and construction Schedule
Liquidity Facility Provider		shall have the meaning given to that term in the Master Definitions and construction Schedule
Luxembourg Paying Agent		shall have the meaning given to that term in the Master Definitions and construction Schedule
Master Definitions and construction Schedule	and	means the master definitions and construction schedule signed by the Company, the Issuer, the Borrower Security Trustee and others on the Closing Date
MBIA		means MBIA Assurance S A , a société anonyme which was created and incorporated under French law, acting through its branch office in England and Wales (registration No B377883293 (98B05130))
MBIA Financial Guarantee Fee Letter		shall have the meaning given to that term in the Master Definitions and construction Schedule
New Couponholders		shall have the meaning given to that term in the Master Definitions and construction Schedule
New Coupons		shall have the meaning given to that term in the Master Definitions and construction Schedule
New Noteholders		shall have the meaning given to that term in the Master Definitions and construction Schedule
New Notes		shall have the meaning given to that term in the Master

Definitions and construction Schedule

Obligors	means the Guarantors and the Borrowers, and Obligor means any of them
Principal Paying Agent	shall have the meaning given to that term in the Master Definitions and construction Schedule
Receiver	means any person or persons appointed (and any additional person or persons appointed or substituted) as administrative receiver, receiver, manager, or receiver and manager of the Issuer Charged Property or Borrower Charged Property, by the Issuer Security Trustee under the Issuer Deed of Charge or by the Borrower Security Trustee under the Borrower Deed of Charge, respectively, as the context may require, or otherwise
Replacement Coupons	shall have the meaning given to that term in the Master Definitions and construction Schedule
Replacement Notes	shall have the meaning given to that term in the Master Definitions and construction Schedule
Servicer	shall have the meaning given to that term in the Master Definitions and construction Schedule
Servicing Agreement	shall have the meaning given to that term in the Master Definitions and construction Schedule
Subordinated Lender	means Craegmoor Group Limited
Swap Agreements	shall have the meaning given to that term in the Master Definitions and construction Schedule
Swap Provider	shall have the meaning given to that term in the Master Definitions and construction Schedule
Transaction Documents	shall have the meaning given to that term in the Master Definitions and construction Schedule
Trust Deed	shall have the meaning given to that term in the Master Definitions and construction Schedule

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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

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

4000281

Name of company

* insert full name
of company

* Parkcare Homes (No 2) Limited (the "Company")

I We, Tods Murray LLP

of Edinburgh Quay, 133 Fountainbridge, Edinburgh EH3 9AG

§ give date and
parties to charge

certify that the charge § constituted by the Standard Security granted by
the Company and dated 30 April 2007

of which a true copy is annexed to this form was presented for registration on 18 May 2007

† delete as
appropriate

in [Scotland] ~~XXXXXXXXXX~~



Signed PARTNER for T.O.S. MURRAY LLP

Date 4/6/2007

Presentor's name address and
reference (if any)

Tods Murray LLP
Edinburgh Quay
133 Fountainbridge
Edinburgh
EH3 9AG
DX ED58 Edinburgh

For official Use
Mortgage Section

Post room

Notes

The address for the Registrar of Companies is -

Companies House
Crown Way
Cardiff
CF14 3UZ

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 02155276

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A STANDARD SECURITY WHICH WAS REPRESENTED FOR REGISTRATION IN SCOTLAND ON 18 MAY 2007 AND DATED THE 30th APRIL 2007 AND CREATED BY PARKCARE HOMES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR ANY OF THE REMAINING OBLIGORS TO PRUDENTIAL TRUSTEE COMPANY LIMITED (THE BORROWER SECURITY TRUSTEE) OR ANY OF THE OTHER BORROWER SECURED CREDITORS 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 JUNE 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th JUNE 2007



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

BDW



Companies House

— for the record —