

Particulars of a mortgage or charge

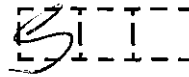
A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



2456170

Name of company

* Doncaster Care Developments Limited (the "Chargor")

Date of creation of the charge

16 August 2002

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

Debenture made between (amongst others) the Chargor and Barclays Bank PLC (in its capacity as Security Agent (as defined in the attached Schedule)) (the "Debenture")

Amount secured by the mortgage or charge

See Part II of the attached schedule

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

Barclays Bank PLC (in its capacity as Security Agent (as defined in the attached Schedule))
54 Lombard Street
London

Postcode EC3P 3AH

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

Lovells
Atlantic House
Holborn Viaduct
London
EC1A 2FG

A6para4/ID/1060100

Time critical reference

For official Use
Mortgage Section

Post room



LDZ
COMPANIES HOUSE

0297
03/09/02

See Part III of the attached schedule

Part IV of the attached schedule contains covenants by and restrictions on the Chargor which protect and further define the charges and which must be read as part of the charges created

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)

N/A

Signed

Levelle

Date

3/9/2002

On behalf of ~~XXXXXX~~ (mortgagee/chargee) A

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

SCHEDULE TO FORM 395 FOR DONCASTER CARE DEVELOPMENTS LIMITED

PART I

DEFINITIONS

In this Form 395 the following expressions shall have the meaning respectively set out below:

"Assets" all the Chargor's undertaking, property, assets, rights and revenues whatever, present or future, wherever situated in the world and includes each or any of them;

"Beneficiaries" collectively the Senior Finance Parties, the Mezzanine Finance Parties and the Hedging Banks and includes any one or more of them and **"Beneficiary"** shall be construed accordingly;

"Collection Account" has the meaning given to it in paragraph 11 of Part IV of this Schedule;

"Debenture Date" the 16 August 2002;

"Facilities Agreement" the facilities agreement dated 16 August 2002 made between Newco 1, Newco 2 and Newco 3 (as Newcos) (1), Newco 3 and Southern Cross Finance Limited (as Original Borrowers) (2), Newco 1 and certain of its subsidiaries (as Original Guarantors) (3) Barclays Leveraged Finance and The Royal Bank of Scotland Plc (as Mandated Lead Arrangers) (4), the financial institutions listed in Part 3 and Part 4 of Schedule 1 thereto (as Original Lenders) (5), Barclays Bank PLC (as Issuing Bank) (6), Barclays Bank PLC (as Agent) (7), Barclays Bank PLC (as LNG Bank) (8) and Barclays Bank PLC (as Security Agent) (9) (including the guarantee by the Chargor contained in such agreement) which expression shall include any amendments, supplements, accessions, variations or additions to such agreement, however fundamental, including changes to the facilities provided or increases in their maximum amount;

"Finance Documents" each of the Senior Finance Documents and each of the Mezzanine Finance Documents and **"Finance Document"** means any of them;

"Floating Charge Assets" insofar only as concerns the floating charge created by Clause 3.1(p) of the Debenture and described in paragraph 1 (p) of Part III of this Schedule, Assets for the time being comprised within such floating charge;

"Group" Newco 1 and its Subsidiaries on or after the Debenture Date;

"Hedging Banks" has the meaning given to that term in the Intercreditor Deed;

"Intellectual Property" patents (including supplementary protection certificates), utility models, trade marks (including service marks) and rights in passing off, copyright and rights in the nature of copyright, database rights, design rights, registered design rights and all other intellectual property rights and, in each case, any extensions and renewals of and any applications for such rights;

"Intellectual Property Rights" all and any of the Intellectual Property and other rights, causes of action, interests and assets charged pursuant to Clause 3.1(i) of the Debenture;

"Intercreditor Deed" the intercreditor deed dated 16 August 2002 made between Barclays Bank PLC (as Security Agent) (1), Barclays Bank PLC (as Senior Agent) (2), the Senior Creditors listed therein (3), the Hedging Banks listed therein (4), Barclays Bank PLC (as Mezzanine Agent) (5), the Mezzanine Creditors listed therein (6), the Investors listed therein (7), Southern Cross Loanco Limited (as Newco 3) (8) and the Obligors listed therein (9) which expression shall include any

amendments, supplements, accessions, variations or additions to such agreement, however fundamental, including changes to the facilities provided or increases in their maximum amount;

"Land" includes freehold and leasehold 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);

"LNG Security Account" has the meaning given to it in the Facilities Agreement;

"Mezzanine Finance Documents" the Mezzanine Loan Agreement, any Fee Letter and any Resignation Letter, any Accession Letter, the Security Documents insofar as they secure the Mezzanine Debt (as defined in the Intercreditor Deed), the Intercreditor Deed, any Transfer Certificate or undertaking delivered pursuant to Clause 24 (*Changes to the Lenders*) of the Mezzanine Loan Agreement and any other document designated as such by the Agent and Newco 3 (such preceding terms not otherwise defined in this Schedule being as defined in the Mezzanine Loan Agreement);

"Mezzanine Finance Parties" collectively the Mandated Lead Arrangers, the Lenders, the Agent and the Security Agent (as each such preceding term is defined in the Mezzanine Loan Agreement) and **"Mezzanine Finance Party"** means any of them;

"Mezzanine Loan Agreement" the agreement dated 16 August 2002 for the provision of the mezzanine loan between Newco 1, Newco 2 and Newco 3 (as Newcos) (1), Newco 3 (as Original Borrower) (2), Newco 1 and certain of its subsidiaries (as Original Guarantors) (3) Barclays Leveraged Finance (as Mandated Lead Arranger) (4), the financial institutions listed in Part 3 and Part 4 of Schedule 1 therein (as Original Lenders) (5), Barclays Bank PLC (as Agent) (6) and Barclays Bank PLC (as Security Agent) (7), (including the guarantee by the Chargor contained in such agreement) which expression shall include any amendments, supplements, accessions, variations or additions to such agreement, however fundamental, including changes to the facilities provided or increases in their maximum amount;

"Newco 1" Southern Cross Healthcare Holdings Limited (Company Number 4379891);

"Newco 2" Southern Cross Debtco Limited (Company Number 4380001);

"Newco 3" Southern Cross Loanco Limited (Company Number 4379999);

"Permitted Security" has the meaning given to it in the Facilities Agreement;

"Realisation Account" has the meaning given to it in the Facilities Agreement;

"Receivables" all sums of money receivable by the Chargor on or after the Debenture Date, consisting of or payable under or derived from any of its Assets;

"Secured Sums" all money and liabilities covenanted to be paid or discharged by the Chargor to the Beneficiaries under Clause 2.1 of the Debenture;

"Securities" all stocks, shares, debentures and loan stocks issued by any company or person and all other investments (whether or not marketable) on or after the Debenture Date owned at law or in equity by the Chargor, including all interests in investment funds and all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise, and including all Securities owned by the Chargor in any other member of the Group;

"Security" includes any mortgage, charge, pledge, lien, hypothecation, assignment or deposit by way of security or any other agreement or arrangement having the effect of providing or giving security or preferential ranking to a creditor (including contractual set off, title retention arrangements which do not arise in the ordinary course of trade, defeasance or reciprocal fee arrangements);

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

"Senior Finance Documents" the Facilities Agreement, any Fee Letter, any Accession Letter, any Resignation Letter, the Security Documents insofar as they secure the Senior Debt (as defined in the Intercreditor Deed), the Hedging Documents, the Intercreditor Deed, any Transfer Certificate or undertaking delivered pursuant to Clause 27 of the Facilities Agreement, any Ancillary Document and any other document designated as such by the Agent and Newco 3 (such terms not otherwise defined in this schedule being as defined in the Facilities Agreement);

"Senior Finance Parties" the Agent, the Security Agent, the Issuing Bank, the LNG Bank, the Mandated Lead Arrangers, the Lenders and the Ancillary Lender (as each such preceding term is defined in the Facilities Agreement); and

"Subsidiaries" has the meaning given to it in the Facilities Agreement.

PART II

AMOUNT SECURED BY MORTGAGE OR CHARGE

1. All money and liabilities on or after the Debenture Date due, owing or incurred to each Beneficiary by the Chargor under or pursuant to the Senior Finance Documents whether on or after demand, whether actually or contingently, whether solely or jointly with any other person, whether as principal or surety and whether or not the relevant Beneficiary was an original party to the relevant transaction, including all interest, commission, fees, charges, costs and expenses which each Beneficiary may in the course of its business reasonably charge or incur in respect of the Chargor or its affairs and so that interest shall be computed and compounded in accordance with the Senior Finance Documents (after as well as before any demand or judgment); and
2. All money and liabilities on or after the Debenture Date due, owing or incurred to each Beneficiary by the Chargor under or pursuant to the Mezzanine Finance Documents whether on or after demand, whether actually or contingently, whether solely or jointly with any other person, whether as principal or surety and whether or not the relevant Beneficiary was an original party to the relevant transaction, including all interest, commission, fees, charges, costs and expenses which each Beneficiary may in the course of its business reasonably charge or incur in respect of the Chargor or its affairs and so that interest shall be computed and compounded in accordance with the Mezzanine Finance Documents (after as well as before any demand or judgment).

PART III

PARTICULARS OF PROPERTY MORTGAGED OR CHARGED

1. By clause 3.1 of the Debenture, the Chargor with full title guarantee charged to the Security Agent with the payment or discharge of all Secured Sums:
 - (a) by way of first fixed charge, all Land in the future becoming the property of the Chargor;

- (b) by way of first fixed charge, all interests in Land or the proceeds of sale of Land belonging to the Chargor on or after the Debenture Date which have not already been charged under the charges referred to above and all licences on or after the Debenture Date held by the Chargor to enter upon, use or exploit Land and the benefit of all options, easements, agreements for lease and other agreements relating to the acquisition, use, exploitation or disposal of Land to which the Chargor is at the Debenture Date or may thereafter become entitled;
- (c) by way of first fixed charge, all plant and machinery of the Chargor on or after the Debenture Date attached to any Land which, or an interest in which, is charged under the charges referred to above and all rights and interests of the Chargor under all present and future agreements for the purchase, maintenance or use of plant and machinery so attached;
- (d) by way of first fixed charge, all rental and other income and all debts and claims on or after the Debenture Date due or owing to the Chargor under or in connection with any lease, agreement or licence relating to Land;
- (e) by way of first fixed charge, all Securities belonging to the Chargor;
- (f) by way of first fixed charge, all contracts and policies of insurance and assurance on or after the Debenture Date held by or otherwise benefiting the Chargor and all rights and interests of the Chargor in every such contract and policy (including the benefit of all claims arising and all money payable under such contracts and policies);
- (g) by way of first fixed charge, all the goodwill and uncalled capital for the time being of the Chargor;
- (h)
 - (i) by way of first fixed charge all Intellectual Property belonging to the Chargor on or after the Debenture Date, in any part of the world (including any Intellectual Property to which the Chargor is not absolutely entitled or to which it is entitled together with others);
 - (ii) by way of first fixed charge all the benefit of agreements and licences on or after the Debenture Date entered into or enjoyed by the Chargor relating to the use or exploitation of any Intellectual Property in any part of the world; and
 - (iii) by way of first fixed charge all trade secrets, confidential information and know how owned or enjoyed by the Chargor on or after the Debenture Date in any part of the world;
- (i) by way of first fixed charge, all book and other debts on or after the Debenture Date owing to the Chargor and all rights and claims of the Chargor against third parties, present and future, capable of being satisfied by the payment of money (except rights and claims effectively charged under the charges referred to above);
- (j) by way of first fixed charge, the benefit of all negotiable instruments, guarantees, bonds, debentures, legal or equitable charges and all other security, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all other rights and remedies on or after the Debenture Date available to the Chargor as security for any Receivable or for the performance by any third party of any obligation on or after the Debenture Date owed to the Chargor;

- (k) by way of first fixed charge, all money at any time standing to the credit of any Collection Account relating to the Chargor, including the proceeds of all its Receivables, which proceeds shall, for the avoidance of doubt, on payment into such Collection Account cease to be subject to the charges referred to in the preceding paragraphs but shall be subject to the fixed charge referred to in this paragraph;
 - (l) by way of first fixed charge, all money at any time standing to the credit of any Realisation Account;
 - (m) by way of first fixed charge, all money at any time standing to the credit of any LNG Security Account;
 - (n) by way of first fixed charge, all money at any time standing to the credit of any other bank account relating to the Chargor;
 - (o) by way of floating charge:
 - (i) all Assets on or after the Debenture Date owned by the Chargor except to the extent that such Assets are for the time being effectively charged by any fixed charge referred to above, including any Assets comprised within a charge which is reconverted under Clause 3.7 of the Debenture; and
 - (ii) without exception all Assets insofar as they are for the time being situated in Scotland.
2. By clause 3.2, the Chargor with full title guarantee assigned (insofar as they are capable of being assigned by way of security) in favour of the Security Agent but subject to the right of the Chargor to redeem such assignment upon the full payment or discharge of all Secured Sums:
- (a) all claims of the Chargor against all persons who are on or after the Debenture Date the lessees, sub-lessees or licensees of its Land and all guarantors and sureties for the obligations of such persons;
 - (b) the benefit of all guarantees, warranties and representations given or made to the Chargor by, and any rights or remedies against, all or any of the manufacturers, suppliers or installers of any fixtures on or after the Debenture Date attached to such Land;
 - (c) the benefit of all rights and claims to which the Chargor is on or after the Debenture Date entitled under any agreements for lease, agreements for sale, contracts, options or undertakings relating to any estate, right or interest in or over such Land;
 - (d) all rights and claims to which the Chargor is on or after the Debenture Date entitled against any builder, contractor or professional adviser engaged in relation to such Land or property development or works, including, without limitation, under any collateral warranty or similar agreement;
 - (e) the benefit of all rights and claims to which the Chargor is on or after the Debenture Date entitled under or in respect of any joint venture, partnership or similar arrangement or agreement.

**PART IV
COVENANTS AND RESTRICTIONS**

1. By clause 3.1(p) of the Debenture the Chargor agreed that it shall not, save for Permitted Security, create any mortgage or any fixed or floating charge or other security over any Floating Charge Asset (whether having priority over, or ranking pari passu with or subject to, the floating charge created by clause 3.1(p) of the Debenture) or take any other step referred to in Clause 6.1(a) of the Debenture with respect to any Floating Charge Asset and that it shall not, without the prior written consent of the Security Agent, sell, transfer, part with or dispose of any Floating Charge Asset except by way of sale in the ordinary course of its business.
2. By clause 3.4 of the Debenture the Chargor agreed that the floating charge created by it in clause 3.1(p) of the Debenture may be crystallised into a fixed charge by notice in writing given at any time by the Security Agent to the Chargor. Such crystallisation shall take effect over such Floating Charge Assets or class or classes of Floating Charge Assets as shall be specified in the notice. If no Floating Charge Assets are so specified, it shall take effect over all Floating Charge Assets of the Chargor.
3. By clause 3.5 of the Debenture the Chargor agreed that if without the Security Agent's prior written consent, it resolves to take or takes any step to charge (whether by way of fixed or floating charge) or otherwise encumber (other than by way of Permitted Security) any of its Floating Charge Assets or to create a trust over any such Floating Charge Asset or to dispose of any such Floating Charge Asset except by way of sale or other disposition in the ordinary course of the Chargor's business, or if any person resolves to take or takes any step to levy any distress, execution, sequestration or other process against any Floating Charge Asset, then the floating charge created by Clause 3.1(p) of the Debenture shall be automatically crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset instantly on the occurrence of such event.
4. By clause 3.6 of the Debenture the Chargor agreed that except as otherwise stated in any notice given under clause 3.4 of the Debenture or unless such notice relates to all Floating Charge Assets, Floating Charge Assets acquired by any Chargor after crystallisation has occurred under Clause 3.4 or 3.5 of the Debenture shall continue subject to the floating charge created by Clause 3.1(p), so that the crystallisation shall be effective only as to its Floating Charge Assets in existence at the date of crystallisation.
5. By clause 3.7 of the Debenture the Chargor agreed that any charge by it which has crystallised under Clause 3.4 or 3.5 of the Debenture may, by notice in writing given at any time by the Security Agent to the Chargor, be reconverted into a floating charge in relation to the Assets or class or classes of Assets specified in such notice.
6. By clause 3.8 of the Debenture the Chargor agreed that any mortgage, fixed charge or other fixed security whenever and however created by it and subsisting in favour of the Security Agent shall (save as the Security Agent may otherwise declare at or after the time of its creation) have priority over the floating charge created by Clause 3.1(p) of the Debenture.
7. By clause 3.9 of the Debenture the Chargor agreed that any debentures, mortgages or charges (fixed or floating) created in the future by the Chargor (except those in favour of the Security Agent) shall be expressed to be subject to the Debenture and shall rank in order of priority behind the charges created by the Debenture.
8. By clause 3.11 of the Debenture, the Chargor agreed that the fixed charges given by it over its Receivables under Clause 3.1 of the Debenture shall apply to all Receivables owing to the Chargor by any other member of the Group.

9. By clause 4.1 of the Debenture, the Chargor agreed, subject to the rights of any prior mortgagee and except as otherwise expressly agreed in writing by the Security Agent to:
 - (a) deposit with the Security Agent, and the Security Agent shall be entitled to retain, all deeds and documents of title relating to all its Assets charged by way of fixed charge under Clause 3.1 of the Debenture (including policies of insurance and assurance); and
 - (b) execute and deliver to the Security Agent such documents and transfers and give such instructions and perform such other acts as the Security Agent may require by written request at any time to constitute or perfect an equitable or legal charge (at the Security Agent's option) over registered Securities or a pledge over bearer Securities, including any Securities eligible to participate in any paperless transfer and settlement system or held in a clearing system.
10. By clause 4.2 of the Debenture the Chargor agreed that unless and until this Debenture becomes enforceable or the Security Agent otherwise directs in any case:
 - (a) all voting and other rights attaching to Securities shall continue to be exercised by the Chargor for so long as it remains their registered owner and it shall not permit any person other than the Chargor, the Security Agent or the Security Agent's nominee to be registered as holder of any Securities or any part thereof; and
 - (b) if Securities are registered in the name of the Security Agent's nominee, all voting and other rights attaching to them shall be exercised by the nominee in accordance with instructions in writing from time to time received from the Chargor and, in the absence of any such instructions, the nominee shall refrain from exercising any such rights.
11. By clause 5.1 of the Debenture, the Chargor agreed that if requested to do so by the prior written request of the Security Agent it shall collect and realise all Receivables and shall pay into the Chargor's account with the Security Agent or such other account of the Chargor as the Security Agent may direct (a "**Collection Account**") all money which it may receive in respect of them immediately on receipt. The Chargor agreed that, pending such payment, it shall hold all money so received upon trust for the Security Agent and shall not, (save as otherwise permitted under the Facilities Agreement and the Mezzanine Loan Agreement) without the prior written consent of the Security Agent, charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any other person or purport to do so.
12. By clause 5.2 of the Debenture, the Chargor agreed that if the Security Agent releases, waives or postpones its rights in respect of any Receivables for the purpose of enabling a Chargor to factor or discount them to a third party, the charges created by this Debenture shall in all other respects remain in full force and effect. In particular all amounts becoming due to the Chargor from the third party and any Receivables re-assigned, or due to be re-assigned, by the third party to the Chargor shall be subject to the relevant fixed charge created by Clause 3.1 of the Debenture, subject only to any defences or rights of set-off which the third party may have against the Chargor.
13. By clause 6.1 of the Debenture the Chargor agreed that it shall not, without the prior written consent of the Security Agent (and with the exception of Permitted Security):
 - (a) create, or agree or attempt to create, or permit to subsist, any Security over any of its Assets;

- (b) sell, assign, lease, license or sub-license, or grant any interest in, its Land or Intellectual Property Rights, or purport to do any such act, or part with possession or ownership of them, or allow any third party access or the right to use or copy any such Intellectual Property Right save as permitted by Clause 24.3 (*Restriction on Disposals*) of the Facilities Agreement and Clause 21.3 (*Restriction on Disposals*) of the Mezzanine Loan Agreement.
- 14. By clause 9.2 of the Debenture, the Chargor agreed that it shall not, without the prior written consent of the Security Agent which shall not be unreasonably withheld or delayed, seek to compromise, compound, discharge, postpone, release, set-off, settle or subordinate any of its Receivables or waive its rights of action in connection with them, or do or omit to do anything which may delay or prejudice their full recovery.
- 15. By clause 11.2 of the Debenture, the Chargor agreed that it shall not, without the prior written consent of the Security Agent (such consent not to be unreasonably withheld), at any time:
 - (a) erect any building or make any structural alteration or carry out any development (as defined in section 55 Town and Country Planning Act 1990) on any such Land or apply for any planning consent for the development of any such Land, or (save in the ordinary course of repair, replacement or improvement) at any time sever, remove or dispose of any fixture on it;
 - (b) enter into onerous or restrictive obligations affecting any such Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which might reasonably be expected to adversely affect its value or the value of the security over it.
- 16. By clause 13.1 of the Debenture, the Chargor agreed that it shall not without the prior written consent of the Security Agent, exercise any power of leasing, or accepting surrenders of leases of, any Land, nor (save where obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet nor make any election to waive exemption under paragraph 2 Schedule 10 Value Added Tax Act 1994 in its capacity as landlord of any such Land.
- 17. By clause 13.2 of the Debenture the Chargor agreed that it shall not part with possession (except on the determination of any lease, tenancy or licence granted to the Chargor) of any Land or share the occupation of it with any other person, or agree to do so, without the prior written consent of the Security Agent save for in its normal course of business in connection with the provision of healthcare services.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02456170

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 16th AUGUST 2002 AND CREATED BY DONCASTER CARE DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO EACH BENEFICIARY 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 3rd SEPTEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th SEPTEMBER 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —