

# M

CHFP004

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write in  
this marginPlease 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

2706124

Name of company

\* CONQUEST CARE HOMES (PETERBOROUGH) LIMITED

Date of creation of the charge

14 APRIL 2000

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

DEED OF DEBENTURE

Amount secured by mortgage or charge

All monies and liabilities now or at any time hereafter which are due by any member of the Craegmoor Group owing or payable to Craegmoor Finance Plc pursuant to this Deed of Debenture and/or the Parkcare Issuer Loan Agreement dated the 20th December 1996 and/or Craegmoor Group Debenture dated 20th December 1996

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

CRAEGMOOR FINANCE PLC of "Hillcainie" St. Andrews Road, Droitwich

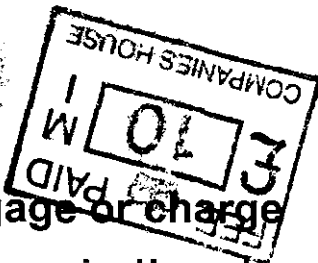
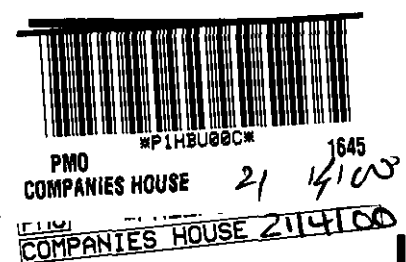
Postcode

WR9 8DJ

Presentor's name address and  
reference (if any):SIMON BISHOP & PARTNERS  
DX 19923  
DROITWICH

SJB.GD.JD

Time critical reference

For official Use  
Mortgage SectionNew Park  
Reg. 12/2000NM  
h TSB  
£30 x 3  
000536

# 395

Short particulars of all the property mortgaged or charged

The freehold properties known as:

Conquest Lodge, Daglass Way, March registered at HM Land Registry under Title No. CB 149824  
9 & 10 Belmont Road March registered at HM Land Registry under Title No. CB 187322  
Conquest House, Straight Drove, Farcet registered at HM Land Registry under Title No. CB 141720  
Alpine Lodge Straight Drive Farcet registered at HM Land Registry under Title No. CB 141717  
Millcroft Royston road Barkway registered at HM Land Registry under Title No. HD 357388  
191 Fletton Avenue Fletton registered at HM Land Registry under Title No. CB48114  
79 Creek Road March registered at HM Land Registry under Title No. CB 188886  
17 Inhams Road Whittlesey registered at HM Land Registry under Title No. CB 228325  
Land at Highfield Road March registered at HM Land Registry under Title No. CB 146573

continued on separate sheet

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Particulars as to commission allowance or discount (note 3)

NONE

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.  
(See Note 5)

Signed

*Simon Bishop Adams*

Date 20 April 2000

On behalf of [company] [mortgagee/chargee]

† 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 situated 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, DX: 33050 Cardiff

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**COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)**  
**Particulars of a mortgage or charge**  
**(continued)**

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

Company number

2706124

Please complete  
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Name of company

CONQUEST CARE HOMES (PETERBOROUGH) LIMITED

Limited \*

\* delete if  
inappropriate

Description of the instrument relating or evidencing the mortgage or charge (continued) (note 2)

**RIDER B**

1. Under the terms of the Guarantor Accession Deed, the Company will guarantee that it will pay on demand to the Security Trustee and will indemnify the Security Trustee in respect of all moneys and discharge all obligations and liabilities of Craegmoor under the Parkcare/Issuer Loan Agreement

2. Under the Debenture the Company as continuing security will charge in favour of the Security Trustee as agent and trustee for the parties to the Parkcare/Issuer Loan Agreement

(a) by way of fixed charge all estates or interest in any freehold, leasehold and other immovable property at the date of the Debenture or at any time during the continuance of the security belonging to the Company (other than the Legally Mortgaged Property) and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Company.

(b) by way of fixed charge all plant machinery vehicles computers and office and other equipment owned by the Company both present and future.

(c) by way of fixed charge all book debts and other debts at the date of the Debenture and from time to time due or owing to the Company and all moneys which the Company receives in respect thereof.

(d) by way of fixed charge all balances standing to the credit of any current, deposit or other account of the Company with the Security Trustee or any other Secured Party (including, inter alia, any account designated a realisations account for the proceeds of disposal of any of the assets of the Company) or with other bankers, financial institutions or similar third parties.

(e) by way of fixed charge all stocks, shares, debentures, bonds, notes, loan capital of

i) any Subsidiary (as defined in the Credit Agreement); and

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ii) any other body corporate

and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may at the date of the Guarantor and Accession Deed, or thereafter belong to the Company, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;

(f) by way of fixed charge the goodwill of the company and its uncalled capital at the date of the Debenture or at any time thereafter in existence;

(g) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom at the date of the Debenture, or at any time thereafter belonging to the Company and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions; and

(h) by way of floating charge the whole of the Company's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged or charged to the Security Trustee by way of fixed charge.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02706124

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF DEBENTURE DATED THE 14th APRIL 2000 AND CREATED BY CONQUEST CARE HOMES (PETERBOROUGH) LIMITED FOR SECURING ALL MONIES AND LIABILITIES DUE OR TO BECOME DUE FROM ANY MEMBER OF THE CRAEGMOOR GROUP TO CREAGMOOR FINANCE PLC PURSUANT TO THIS DEED OF DEBENTURE AND/OR THE PARKCARE ISSUER LOAN AGREEMENT DATED 20th DECEMBER 1996 AND/OR CRAEGMOOR GROUP DEBENTURE DATED 20th DECEMBER 1996 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21st APRIL 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th MAY 2000.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



COMPANIES HOUSE