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CHF P004

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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

3003291

Name of company

*Highcare Group Limited

Date of creation of the charge

22 May 2002

Description of the instrument (if any) creating or evidencing the charge (note 3)

Charge Over Cash Deposit

Amount secured by mortgage or charge

2 All monies, obligations and liabilities (actual or contingent) now or at any time or times hereafter due owing or incurred by the Company to Fortis Bank S.A./N.V. (the "Bank") under, or pursuant to, a Facility Agreement ("Facility Agreement") dated 2 May 2001 and made between the Bank (1) Ridgmont Holdings Limited (then known as Newincco 34 Limited) (2) Ridgmont Care Homes Limited (3) as amended by a first facility amendment agreement dated 19th November 2001, a second facility amendment agreement dated 30th January 2002 and a third facility amendment agreement dated 12th February 2002 with each such facility amendment agreement being entered into by (1) Ridgmont Holdings Limited (previously known as Newincco 34 Limited) (2) Ridgmont Care Homes Limited and (3) the Bank and other Finance Documents whether as principal or surety on any account whatsoever including any such monies, obligations or liabilities acquired by or assigned or transferred to (in each case whether legally or beneficially) the Bank and its successors in title and assigns and any person or entity deriving any estate, right or interest under or through it or them.

(please see Continuation Sheet No 1, page 2 of 4)

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

Fortis Bank S.A./N.V.

Camomile Court, 23 Camomile Street, London

Postcode

EC3A 7PP

Presentor's name address and
reference (if any): Davies Arnold
Cooper, 6-8 Bouverie Street, London,
EC4Y 8DD. Ref: 427/32486.6

Time critical reference

For official Use
Mortgage Section

Post Room



A28
COMPANIES HOUSE

0344
07/06/02

Short particulars of all the property mortgaged or charged

The Company with full title guarantee and with the intent that this security shall rank as a continuing security for payment of the indebtedness, the expenses and the performance of all other liabilities and obligations charges to the Bank by way of first fixed charge its rights, title, interest and benefit in the Cash Deposit.

"Cash Deposit" means the aggregate of all sums from time to time standing to the credit of the Cash Sweep Account, the Receipts Account and the Blocked Deposit Account, all interest on such sums and all other amounts of whatsoever nature deriving directly or indirectly from such sums.

(please see Continuation Sheet No 1, page 4 of 4)

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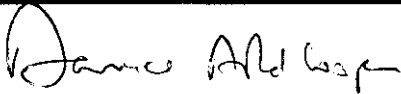
95

Particulars as to commission allowance or discount (note 2)

NIL

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

Signed



Date 6 June 2002

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 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, 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 _____
to Form No 395 and 410 (Scot) 1

Company number

3003291

Please complete
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Name of company

Highcare Group

Limited*

*delete if
inappropriate

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

Charge Over Cash Deposit

Amount due or owing on the mortgage or charge (continued)

The expression "Finance Documents" means the Facility Agreement and the following security documents created by the Company in favour of the Bank:-

1. a legal mortgage of Drummur, 9-11 Northfield, Bridgwater, Somerset and other properties of the Company.
2. a general mortgage debenture.
3. a guarantee of the indebtedness of Ridgmont Holdings Limited to the Bank under the Finance Documents.
4. the above referred to charge over cash deposit.
5. all agreements and documents from time to time entered into by any person to indemnify the Bank against any act or omission of the Company, Ridgmont Care Homes Limited and/or Ridgmont Holdings Limited (the "Obligors" or each an "Obligor"), to guarantee the obligations of any Obligor under the Facility Agreement or otherwise to grant in favour of the Bank any security interest to secure any such guarantee, indemnity or the obligations of any Obligor under the Facility Agreement.

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Name, addresses and descriptions of the mortgages or persons entitled to the charge
(continued)

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"Blocked Deposit Account" means the interest bearing deposit account of the Company with the Bank, account number 379511-03 and designated the 'Blocked Deposit Account of Highcare' or such other account as the Bank may from time to time designate as the Blocked Deposit Account of Highcare, as such account may be redesignated or renumbered from time to time.

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"Cash Sweep Account" means the interest bearing deposit account of the Company with the Bank, account number 379511-02 and designated the 'Cash Sweep Account of Highcare' or such other account as the Bank may from time to time designate as Cash Sweep Account of Highcare, as such account may be redesignated or renumbered from time to time.

"Receipts Account" means the current account of the Company with the Bank, account number 379511-01 and designated the 'Receipts Account of Highcare' or such other account as the Bank may from time to time designate as the Receipts Account of Highcare, as such account may be redesignated or renumbered from time to time.

"Permitted Security Interest" means any Security Interest permitted by the Facility Agreement.

"Security Interest" means any mortgage, standard security, pledge, lien, charge, assignment, hypothecation, hypothec, security interest, contractual arrangement or assignment or any other agreement or arrangement having the effect of conferring security, conditional sale or other title retention agreement, combination of accounts or other security interest whatsoever, howsoever created or arising.

The Company shall be entitled notwithstanding the security created to operate the Receipts Account in accordance with the provisions of the Facility Agreement and (without prejudice to the generality of the foregoing) withdrawals may be made from the Blocked Deposit Account and the Cash Sweep Account in accordance with the Facility Agreement. Subject to the operation of the Receipts Account as aforesaid and to such withdrawals as may be made as aforesaid from the Blocked Deposit Account and/or the Cash Sweep Account the Company shall not make any withdrawals from any of the same.

Restrictions on Dealing

The Company shall not, without the prior written consent of the Bank:

1. create, attempt to create, agree to create or permit to subsist any Security Interest on the whole or any part of the Cash Deposit except for any Permitted Security Interest;
2. convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Cash Deposit; or
3. permit or agree to any variation of the rights attaching to the whole or any part of the Cash Deposit.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03003291

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER CASH DEPOSIT DATED THE 22nd MAY 2002 AND CREATED BY HIGHCARE GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO FORTIS BANK S.A./N.V. 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 7th JUNE 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th JUNE 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

P. Ram