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CHFP025

Please do not
write in
this margin

Please 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

197955/429

395

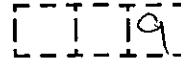
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



03225331

Name of company

* Southern Cross Healthcare Facilities Limited (the "Charging Company")

Date of creation of the charge

8 April 2005

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

Debenture dated 8 April 2005 made between the Charging Company and others
in favour of Barclays Bank PLC (in its capacity as Security Agent for the
Beneficiaries (as defined in the attached Schedule)) (the "Debenture")

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):

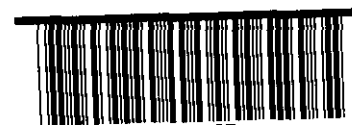
Lovells
Atlantic House, Holborn
Viaduct, London EC1A 2FG

F3/EMLY/1493562

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



LD4
COMPANIES HOUSE

0411
15/04/05

Short particulars of all the property mortgaged or charged

See Part II and Part V 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 Debenture 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 *Lorillo*

Date *14 April 2005*

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

Part I

Definitions

In this Schedule, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture 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 have the following meanings respectively set out below:

"Account Bank" means Barclays Bank PLC acting through its branch at 5 The North Colonnade, Canary Wharf, London E14 4BB, each other bank with which a Chargor is permitted to have a bank account under the Facilities Agreement or such other bank as the Security Agent may from time to time specify;

"Acquisition Agreement Claims" 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 SX Acquisition Agreement or any other SX Acquisition Documents;

"Act" means the Companies Act 1985;

"Active Care Acquisition 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 share purchase agreement dated on or around 29 April 2004 between, amongst others, Active Care Partnerships (Holdings) Limited and the vendors (the **"Active Care Acquisition Agreement"**);

"Agent" means Barclays Bank PLC acting as Agent of the other Senior Finance Parties;

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

"Beneficiary" each Senior Finance Party, from time to time and any Receiver or Delegate (each as defined in the Facilities Agreement unless otherwise defined in this Schedule);

"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 accounts with the Account Bank and/or such other accounts as the Parent and the Security Agent shall agree into which the Charging Company is required pursuant to Clause 6.1 to pay its Receivables;

"Control" means with respect to any company:

- (a) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of a company; and

- (b) the holding beneficially of more than 50% of the issued share capital of the company (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital);

"Debenture Date" means 8 April 2005;

"Declared Default" means an Event of Default (as defined in the Facilities Agreement) in respect of which the Agent has taken any of the action specified in Clause 27.18 (*Acceleration*) of the Facilities Agreement;

"Deed of Accession and Charge" means a deed of accession and charge substantially in the form of Schedule 3 (*Form of Deed of Accession and Charge for a New Chargor*);

"Derivative Rights" means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investments;

"Excluded Investments" means the Investments in Highfield Operations Limited and Highfield Operations No. 2 Limited held by Highfield Holdings Limited to the extent that the Investments in Highfield Operations Limited are prohibited from being charged by Quercus (Nursing Homes) Limited pursuant to a share charge dated 31 January 2001 and to the extent that the Investments in Highfield Operations No. 2 Limited are prohibited from being charged by Quintain (No5) Limited pursuant to a share charge dated 19 January 2001;

"Facilities Agreement" means the facilities agreement dated 8 April 2005 between Southern Cross Bidco Limited (as the Parent), the Companies listed as Original Borrowers, the Companies listed as Original Guarantors and Barclays Capital (as Arranger and Bookrunner), and Barclays Bank PLC (as Original Lender, Agent, Security Agent and in certain other capacities);

"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 Intercreditor Agreement, any Selection Notice, the Syndication Letter, any Transaction Security Document, any Utilisation Request and any other document designated as such by the Agent and the Parent (each as defined in the Facilities Agreement unless otherwise defined in this Schedule);

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3.1 (*Assignments*) or within a mortgage or fixed charge created by Clause 3.2 (*Fixed security*);

"Floating Charge Asset" means an Asset for the time being comprised within the floating charge created by Clause 3.3 (*Creation of Floating Charge*) but, if it is also a Fixed Security Asset, only in so far as concerns that floating charge;

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

"Hedging Agreement" has the meaning given to such term in the Facilities Agreement;

"Holding Account" means an account:

- (a) held in England by the Parent with the Agent or Security Agent;
- (b) identified in a letter between the Parent and the Agent as a Holding Account; and
- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent (acting reasonably in the context of ensuring the creation of a fixed charge),

as the same may be redesignated, substituted or replaced from time to time.

"Insurance Policies" 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 all the Charging Company's 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;

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, SI 2001/544 (as amended)), 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" includes 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 (excluding trade and tenant's fixtures);

"Mandatory Prepayment Account" means an interest-bearing account:

- (a) held in England by the Parent with the Agent or Security Agent;
- (b) identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account;
- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Agent and Security Agent (acting reasonably in the context of ensuring the creation of a fixed charge); and
- (d) from which no withdrawals may be made by any members of the Group except as contemplated by the Debenture,

(as the same may be redesignated, substituted or replaced from time to time).

"Material Land" means any leasehold property from time to time owned by the Charging Company which has a market value of more than £200,000 and contains no forfeiture provisions or which is of strategic or operational significance to the Group;

"Parent" means Southern Cross Bidco Limited a limited liability company incorporated in England and Wales under the Act with registered number 05221235;

"Permitted Disposal" has the meaning given to such term in the Facilities Agreement;

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

"Permitted Transaction" has the meaning given to such term in the Facilities Agreement;

"Receivables" means all the sums of money receivable by the Charging Company at the Debenture Date or in the future consisting of or payable under or derived from any Asset described in Clause 3.2 (*Fixed security*);

"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 the Charging Company 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" includes any 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 and includes any successor appointed by the Beneficiaries pursuant to the Finance Documents;

"Security Restriction" has the meaning given to such term in the Facilities Agreement;

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

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

- (a) represent a holding in a Subsidiary of such Charging Company or an undertaking which would be its subsidiary undertaking if in section 258(2)(a) of the 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) such Charging Company has deposited certificates 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;

"Subsidiary" means an entity of which a person:

- (a) has direct or indirect Control; or
- (b) owns directly or indirectly more than fifty per cent. (50%) of the share capital or similar right of ownership; or
- (c) is entitled to receive more than fifty per cent. (50%) of the dividends or distributions,

and any entity (whether or not so controlled) treated as a subsidiary in the latest financial statements of that person from time to time.

"SX Acquisition Agreement" has the meaning given to such term in the Facilities Agreement;

"SX Acquisition Documents" means the SX Acquisition Agreement, the SX Disclosure Letter, the SX Management Warranty Deed and any other document designated as an "SX Acquisition Document" by the Agent and the Parent.

"SX Disclosure Letter" has the meaning given to such term in the Facilities Agreement;

"SX Management Warranty Deed" has the meaning given to such term in the Facilities Agreement;

Part II

Particulars of property mortgaged or charged

1. The Charging Company, with full title guarantee, as security for the payment or discharge of all the Secured Sums, creates assignments by way of security to the Security Agent to the extent applicable to it over:

- (a) the benefit of all of its SX Acquisition Agreement Claims;
- (b) the benefit of all its Active Care Acquisition Claims;
- (c) all of its rights, title and interest from time to time in respect of sums payable to it pursuant to the Insurance Policies; and
- (d) all its rights, title and interest from time to time in respect of the Hedging Agreement,

provided that on payment or discharge in full of the Secured Sums the Security Agent will at the request and cost of the Charging Company reassign any of the Acquisition Agreement Claims, the Insurance Policies and/or the Hedging Agreement to the Charging Company (or as it shall direct).

2. (a) By way of legal mortgage, all freehold Land and Material Land in England and Wales vested in the Charging Company at the Debenture Date or in the future and registered at HM Land Registry or which will be subject to first registration at HM Land Registry upon the execution and delivery of the Debenture, or a Deed of Accession and Charge, including the Land as described in Part V of this Schedule.
- (b) The Charging Company secures by way of fixed charge:
 - (i) all other Land which at the Debenture Date or in the future becomes its property;
 - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to it;
 - (iii) all plant and machinery at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged by it under Clause 3.2 of the Debenture (and is referred to in the preceding provisions of this paragraph 2).

- (iv) all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
- (v) all Specified Investments which are at the Debenture Date, or in the future become, its property;
- (vi) all Derivative Rights at the Debenture Date or in the future accruing in respect of its Specified Investments;
- (vii) to the extent not assigned pursuant to Clause 3.1(a)(iii) of the Debenture (as referred to in paragraph 1(c) above), all insurance or assurance contracts or policies at the Debenture Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Debenture Date or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them and payable to the Charging Company) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture;
- (viii) all its goodwill and uncalled capital for the time being;
- (ix) all Intellectual Property at the Debenture Date or in the future belonging to it including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (x) the benefit of all agreements and licences at the Debenture 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;
- (xi) all its rights at the Debenture Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xii) *all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (b)(ix) to (xi) inclusive of Clause 3.2 of the Debenture (specified in sub-paragraphs 2(b)(ix) to (xi) inclusive above).*
- (xiii) all trade debts at the Debenture Date or in the future owing to it;
- (xiv) all debts owing to it by another member of the Group which is not an *Obligor which are subject to the fixed charge in Clause 3.2(b))* of the Debenture;
- (xv) 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 3.1 (*Assignments*) of the Debenture;
- (xvi) all rights, money or property accruing or payable to it at the Debenture 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 Debenture;

- (xvii) all moneys at any time standing to the credit of any Holding Account and/or any Mandatory Prepayment Account; and
- (xviii) 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.

By Clause 3.6(c) (*Restrictions on Charging*) of the Debenture the Charging Company and the Security Agent agreed that for the avoidance of doubt any leasehold property held by the Charging Company which is subject to a Security Restriction shall be excluded from the charge created by Clause 3.2 (*Fixed Security*) of the Debenture (and referred to in paragraph 2 above) until the relevant condition or waiver has been satisfied or obtained.

3. The Charging Company secures by way of floating charge:

- (a) all its Assets 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 comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*); and
- (b) without exception, all its Assets insofar as they are for the time being situated in Scotland or otherwise governed by Scots Law,

but in each case so that the Charging Company shall not create any Security (except Permitted Security) over any Floating Charge 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*) with respect to any Floating Charge Asset, and the Charging Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any Floating Charge Asset except by way of a Permitted Disposal or Permitted Transaction.

Part III

Covenants and Restrictions

1. By Clause 6.1 (*Collection Accounts*), the Charging Company agreed to collect and realise all its Receivables and, immediately on receipt, pay all money so collected into the Collection Accounts. The Charging Company agreed, pending such payment, to hold all money so received upon trust for the Security Agent.
2. By Clause 6.3 (*No Derogation*), the Charging Company agreed not to 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 negotiation of Receivables with its customers in the ordinary course of business.
3. By Clause 7 (*Negative Pledge and other restrictions*) the Charging Company agreed that it would not, without the prior written consent of the Security Agent:
 - (a) (with the exception of Permitted Security) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or
 - (b) (with the exception of Permitted Disposals and Permitted Transactions) 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.

Part IV

THE CHARGORS

Name of Chargor	Registered Number
Southern Cross Bidco Limited	5221235
Southern Cross Healthcare Holdings Limited	4379891
Southern Cross Debtco Limited	4380001
Southern Cross Loanco Limited	4379999
Southern Cross SLBCo Limited	05312276
Christian Projects Limited	2197707
Southern Cross Healthcare (Clyde) Limited	2302277
Southern Cross Finance Limited	4086082
Southern Cross Healthcare Facilities Limited	3225331
Southern Cross Healthcare Limited	3078718
Southern Cross Healthcare Properties Limited	3175442
Southern Cross Management Limited	3690345
Trinity Care (Brookfield) Limited	3680435
Trinity Care (Hove) Limited	3309676
Trinity Care Limited	2410817
Trinity Care (Whitchurch) Limited	3552710
Active Care Partnerships (Holdings) Limited	04507687
Active Care Partnerships	03440926

(Intericare) Limited	
Active Care Partnerships (Churchfields) Limited	03570205
Active Care Partnerships (Broadoaks) Limited	04033332
Active Care Partnerships (Drummond) Limited	03570206
Active Care Partnerships (Fryers) Limited	03708628
Active Care Partnerships (Lombardy) Limited	03786161
Highfield Care Homes Limited	02482460
Highfield Care Limited	04746571
Highfield Holdings Limited	03805939
Highfield Care Management Limited	04045136
Highfield Leasing 1999 Limited	SC198326
Highfield Projects Limited	03844130
Abbeycourt Care Limited	SC171129
Dunlarg Home Limited	NI036801
Nightingale Private Nursing Home Limited	NI026814
Longfield Care Limited	NI034908
Southern Cross (SX Holdco) Limited	05369456
Southern Cross (Highfield Holdco) Limited	05299104
Standford Homes Limited	04025159

Part V

**Registered Land mortgaged under Clause 3.2 (*Creation of fixed security*)
of the Debenture.**

Name of Chargor	Description of Property	Occupational Lease¹ Title Number
Trinity Care Limited	Chapel Fields, Frodsham - Main Street, Frodsham, Cheshire	
Trinity Care Limited	St Andrews Lodge Nursing Home, Basford - Hucknall Road, Basford, Nottingham	
Trinity Care Limited	Hillside Nursing Home, Aylesbury - Bicester Road, Aylesbury, Buckinghamshire	
Trinity Care Limited	Gledhow Christian Nursing Home, Leeds - Gledhow Grange, Brackenwood Drive, Leeds	
Trinity Care Limited	The Willows Christian Nursing Home, Mobberley - Warford Park, Faulkners Lane, Mobberley, Cheshire, WA16 7AR	
Trinity Care Limited	St Basil's Nursing Home, Southampton - Hill Lane, Southampton, SO15 5WS	
Trinity Care Limited	Churchfield Court - Land lying to the north of Hartley Road, Radford and buildings on the south and east side of Radford Grove Lane, Radford	
Trinity Care Limited	St Raphael's Christian	

¹ To be subject to first registration at the Land Registry following execution of the Debenture.
LIB01/F3EMLY/1492137.1

	Nursing Home, Bromley - 32 Orchard Road, Bromley	
Trinity Care Limited	Arden Valley Christian Nursing Home, Wootton Wawen - Bearley Cross, Wootton Wawen	
Trinity Care Limited	Swallow Wood Christian Nursing Home, Mexborough - Wath Road, Mexborough, S64 9RQ	
Trinity Care Limited	Lauriston Christian Nursing Home, St Leonard's on Sea - 40, The Green, St Leonards on Sea, TN38 0SY	
Trinity Care Limited	Ashfield Court, Sutton in Ashfield - Stoneyford Road, Sutton in Ashfield	
Trinity Care Limited	Woodlands Christian Nursing Home, Manchester - Middlewood Road, Poynton, Manchester	
Active Care Partnerships (Lombardy) Limited (previously known as Lombardy Court VCT Limited)	Lombardy Court Residential Home - 5, Monmouth Close, Ipswich	
Active Care Partnerships (Fryers) Limited (previously known as Fryers Walk VCT Limited)	Woodlands Residential Home - Elm Road, Thetford	
Active Care Partnerships (Churchfields) Limited (previously known as Churchcroft VCT Limited)	Churchfields Residential Home - 4, Avenue Road, Witham	
Active Care Partnerships (Fryers) Limited (previously known as Fryers Walk	53 Castle Street Thetford - 53 Castle Street Thetford	

VCT Limited)		
Active Care Partnerships (Drummond) Limited (previously known as Drummond Court VCT Limited)	Drummond Court - Mill Road, Bury St Edmunds	
Active Care Partnerships (Broadoaks) Limited (previously known as Broadoaks VCT Limited)	Gaul Road - March, Cambridgeshire	

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03225331

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 8th APRIL 2005 AND CREATED BY SOUTHERN CROSS HEALTHCARE FACILITIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY 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 15th APRIL 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th APRIL 2005.

Handwritten signature



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES