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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

084572 / 50

395

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  
[3] [ ] [ ] [ ]  
Company number  
4790588

Name of company  
\* CRAEGMOOR HOMES LIMITED (the "Company")

Date of creation of the charge  
16 OCTOBER 2003

Description of the instrument (if any) creating or evidencing the charge (note 2)  
Debenture (the "Debenture") dated 16 October 2003 between (1) the Company and (2) Barclays Bank PLC (the "Security Agent") as security agent for itself and the Lenders

Amount secured by the mortgage or charge  
All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to the Lenders (or any of them) under each or any of the Finance Documents together with all costs, charges and expenses incurred by any Lender in connection with the protection, preservation or enforcement (in the case of protection or preservation, to the extent such costs, charges and expenses are reasonable) of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities (the "Secured Liabilities")

Names and addresses of the mortgagees or persons entitled to the charge  
Barclays Bank PLC of 54 Lombard Street, London  
Postcode EC3V 9EX

Presentor's name address and reference (if any):  
Barlow Lyde & Gilbert  
Beaufort House  
15 St Botolph Street  
London  
EC3A 7NJ  
40210-46/RNJ/AGS/3240850  
Time critical reference

For official Use  
Mortgage Section

Post room

LD8 \*LS1UMPNU\* 0733  
COMPANIES HOUSE 31/10/03

Short particulars of all the property mortgaged or charged

See Schedule 1 for particulars of the property mortgaged or charged and Schedule 2 for the definitions of terms used in this Form 395 and in Schedule 1

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)

NIL

Signed Banque Paribas & Co Date 31 Oct 2003

On behalf of [company] ~~XXXXXXXXXXXX~~ [mortgaged/charged]

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

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**SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR  
CHARGED PURSUANT TO THE DEBENTURE**

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**1 CHARGING PROVISIONS****1.1 Fixed Charge**

The Company with full title guarantee charged with the payment or discharge of all moneys and liabilities covenanted to be paid or discharged by the Company pursuant to clause 2 of the Debenture:

- 1.1.1 by way of legal mortgage all the freehold and leasehold property of the Company known as James House, Little Hill, New Exeter Road, Chudleigh, Devon registered with title number DN175843, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- 1.1.2 by way of legal mortgage all other freehold and leasehold property of the Company vested in it at the date of the Debenture (whether or not registered at H.M. Land Registry) together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- 1.1.3 by way of first fixed charge all future freehold and leasehold property of the Company together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and all the goodwill and uncalled capital for the time being of the Company;
- 1.1.4 by way of first 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;
- 1.1.5 by way of first fixed charge the benefit (at the date of the Debenture and thereafter) of all licences, permissions, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the freehold or leasehold property specified in paragraph 1.1.1 above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof; and
- 1.1.6 by way of first fixed charge all stocks, shares, debentures, bonds, warrants, coupons or other securities and investments at the date of the Debenture or thereafter owned by the Company from time to time.

**1.2 Floating Charge**

- 1.2.1 The Company with full title guarantee charged with the payment or discharge of all moneys and liabilities covenanted to be paid or discharged pursuant to clause 2 of the Debenture by the Company by way of a first floating charge the undertaking and all other assets of the Company whatsoever and wheresoever both at the date of the Debenture and thereafter but so that the Company is not

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**SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR  
CHARGED PURSUANT TO THE DEBENTURE**

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to be at liberty to create any mortgage or charge upon and so that no lien shall in any case or in any manner arise on or affect any part of the Security Assets either in priority to or pari passu with this floating charge and further that the Company shall have no power without the consent of the Security Agent to part with or dispose of any part of such Security Assets except by way of sale in the ordinary course of its business. This floating charge is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 of the Insolvency Act 1986, as amended by the Enterprise Act 2002.

**1.3 Assignment by way of security**

The Company with full title guarantee for the payment or discharge of all moneys and liabilities covenanted to be paid or discharged pursuant to clause 2 of the Debenture by way of assignment assigned and agreed to assign to the Security Agent (as agent and trustee for the Lenders) by way of security all its right, title and interest (if any) in and to the Servicing Agreement.

**2 FURTHER ASSURANCE**

Any debentures, mortgages or charges created by the Company after the date of the Debenture (otherwise than in favour of the Security Agent) shall be expressed to be subject to the Debenture. The Company shall subject to the rights of any prior mortgagee deposit with the Security Agent and the Security Agent during the continuance of the security shall be entitled to hold all deeds and documents of title relating to the freehold and leasehold property of the Company for the time being and the Company shall on demand in writing made to the Company by the Security Agent at the cost of the Company execute a valid legal mortgage of any freehold and leasehold properties acquired by it after the date of the Debenture and the fixed plant and machinery thereon to secure the payment or discharge to the Security Agent of the moneys and liabilities secured by the Debenture such legal mortgage to be in the form of the Supplemental Legal Mortgage or in such form as the Security Agent may require but on terms no more onerous than those of the Debenture.

**DEFINITIONS OF TERMS USED IN FORM 395 AND SCHEDULE 1, AS  
USED IN THE DEBENTURE**

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**Accession Agreement:** a Guarantor Accession Agreement;

**Additional Guarantor:** any other member of the Warehouse Group that becomes party to the Warehouse Facility Agreement as a Guarantor pursuant to a Guarantor Accession Agreement;

**Advance:** the principal amount of each borrowing under the Warehouse Facility Agreement or the principal amount of such borrowing outstanding from time to time;

**Approved Company:** the entire issued share capital of a limited liability company incorporated in England and Wales or in Scotland whose sole business activities comprise owning and running Care Homes satisfying the criteria agreed from time to time between the Obligors' Agent and the Facility Agent and which is approved in writing by the Facility Agent;

**Arranger:** Barclays Bank PLC in its capacity as arranger under the Warehouse Facility Agreement;

**Bank:** each of the following:

- a) each bank whose name is set out in Schedule B to the Warehouse Facility Agreement;
- b) each bank to which rights and/or obligations under the Warehouse Facility Agreement are assigned or transferred or which assumes rights and obligations pursuant to a Substitution Certificate; and
- c) any successor or successors in title to the foregoing,

provided that upon (i) termination in full of all the Commitments of any Bank and (ii) irrevocable payment in full of all amounts which may be or become payable to such Bank under the Finance Documents, such Bank shall not be regarded as being a Bank for the purposes of determining whether any provision of any of the Finance Documents requiring consultation with or the consent or approval of or instructions from the Banks or any of them or the Majority Banks has been complied with;

**Borrower:** the Parent and/or the Company and, as the context requires and in relation to any Advance, the borrower of such Advance;

**Care Homes:** a nursing home, residential home or specialist care home providing medical or social care which may be required to be registered by a Health Authority or a Local Authority under the Relevant Act;

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**DEFINITIONS OF TERMS USED IN FORM 395 AND SCHEDULE 1, AS  
USED IN THE DEBENTURE**

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**Commitment:** in relation to a Bank means (subject to clause 6.1 of the Warehouse Facility Agreement) an amount appearing and designated as such against that Bank's name in Schedule B of the Warehouse Facility Agreement or in the Substitution Certificate or other document by which it became a party to or acquired rights under the Warehouse Facility Agreement, as reduced or increased by substitution or transfer pursuant to clause 27 of the Warehouse Facility Agreement and any Substitution Certificates to which such Bank is party, and to the extent not cancelled, reduced or terminated under the Warehouse Facility Agreement;

**Facility Agent:** Barclays Bank PLC in its capacity as facility agent under the Warehouse Facility Agreement and its permitted successors and assigns;

**Finance Documents:** the Warehouse Facility Agreement, any Guarantor Accession Agreement, the Servicing Agreement and the Security Documents and any other document designated as such by the Facility Agent and the Obligors' Agent together and any and each other agreement or instrument supplementing or amending any of such documents;

**Guarantor:** each of the Borrowers and each Additional Guarantor;

**Guarantor Accession Agreement:** an agreement substantially in the form of Schedule F of the Warehouse Facility Agreement;

**Health Authority:** a health authority in England and Wales or a health board (or, where applicable, local authority) in Scotland;

**Lender:** each of the Facility Agent, the Security Agent, the Arranger and the Banks party to or having an interest under the Finance Documents from time to time (together the **Lenders**);

**Local Authority:** a local authority in England and Wales or a local authority in Scotland;

**Majority Banks:** a Bank or Banks the aggregate amount of whose Commitments at the relevant time represents by value more than sixty-six and two-thirds per cent (66⅔%) of the aggregate Commitments at such time;

**Obligor:** each Borrower and Guarantor;

**Obligor's Agent:** the Company, appointed to act on behalf of each Obligor pursuant to clause 2.3(b) of the Warehouse Facility Agreement;

**Parent:** Craegmoor Group Limited (formerly Craegmoor Healthcare Company Limited) a company incorporated in England and Wales (No. 2825572);

**DEFINITIONS OF TERMS USED IN FORM 395 AND SCHEDULE 1, AS  
USED IN THE DEBENTURE**

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**Relevant Act:** means:

- (a) in the case of a Care Home located in England or Wales , the Mental Health Act 1983, the Children Act 1989, the Registered Homes Act 1984 or the Care Standards Act 2000; and
- (b) in the case of a Care Home located in Scotland, the Nursing Homes Registration (Scotland) Act 1938 (as amended) or (as applicable) the Social work (Scotland Act 1968;

**Security Agent:** Barclays Bank PLC as security agent and trustee for itself and the other Lenders;

**Security Assets:** all assets of the Company that are the subject of any security created by the Debenture;

**Security Documents:** the Share Pledge and Debenture together with such other documents (if any) as may be required to be entered into by the Parent and/or any member of the Warehouse Group pursuant to clauses 17 or 18 of the Warehouse Facility Agreement or pursuant to the terms of any other Finance Document or the Share Pledge, the Debenture or any such documents;

**Servicing Agreement:** the servicing agreement in a form to be agreed to be entered into between the Parent, the Security Agent, the Company and Craegmoor Healthcare Company Limited;

**Share Pledge:** the mortgage of securities dated 16 October 2003 between the Parent and the Security Agent in respect of the entire issued share capital of the Company;

**Substitution Certificate:** a certificate in the form of Schedule D of the Warehouse Facility Agreement;

**Supplemental Legal Mortgage:** a supplemental legal mortgage in the form set out in Schedule 2 of the Debenture;

**Warehouse Facility Agreement:** the £60,000,000 term loan facility agreement dated 16 October 2003 between the Company, Craegmoor Group Limited, and the Security Agent, together with each Accession Agreement and Substitution Certificate relating thereto and any and each other agreement or instrument supplementing or amending it;

**Warehouse Group:** that group of companies consisting of the Company and Approved Companies purchased from time to time by the Parent as contemplated by clause 3.1(a) of the Warehouse Facility Agreement.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04790588

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 16th OCTOBER 2003 AND CREATED BY CRAEGMOOR HOMES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO THE LENDER S (OR ANY OF THEM) 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 31st OCTOBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th NOVEMBER 2003.

P. G.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES