

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

CHFP025

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

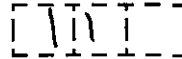
A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985.

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

For official use

Company number



04790588

Name of company

\* Craegmoor Homes Limited ("the Chargor")

Date of creation of the charge

10 February 2006

18 JANUARY 2006

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

Standard Security ("the Charge")

Amount secured by the mortgage or charge

The payment and discharge of 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 (including the Chargor) 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.

(Capitalised terms not defined in this Form 395 are defined in the Schedule annexed hereto).

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

BARCLAYS BANK PLC, a company incorporated in England and Wales (Registered Number 01026167) and having its Registered Office at 1 Churchill Place, London, as agent and trustee for itself and the Lenders ("the Security Agent").

Postcode E14 5HP

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

Tods Murray LLP  
Edinburgh Quay, 133  
Fountainbridge, Edinburgh, ,  
EH3 9AG

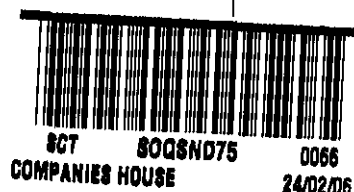
FMB.RLF.B00190.1040

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

ALL and WHOLE the Chargor's interest as tenant under a Lease between Glasgow City Council and the Chargor, of that plot or area of ground in the County of Lanark and for the purpose of registration of writs in the County of the Barony and Regality of Glasgow containing two hectares and one decimal or one-tenth parts of a hectare or thereby situated at Bogany Terrace, Castlemilk, Glasgow and being the whole subjects registered in the Land Register of Scotland under Title Number GLA171917; together with the whole servitude rights, rights of access and other rights common, mutual, exclusive or otherwise pertaining thereto including those registered in the Land Register of Scotland under Title Number GLA171917.

Please do not  
write in  
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**Please complete  
legibly, preferably  
in black type, or  
bold black  
lettering**

Particulars as to commission allowance or discount (note 3)

Not applicable.

Signed Kira Buchanan, Partner for Teds Murray LLP Date 24 February 2006

On behalf of ~~XXXXXX XXXXXX~~ [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

**This is the Schedule referred to in the foregoing Form 395**

**Additional Guarantor** means any other member of the Warehouse Group which becomes part to the Facility Agreement as Guarantor pursuant to a Guarantor Accession Agreement;

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

**Approved Company** means 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 by the Obligors' Agent and the Facility Agent and which is approved in writing by the Facility Agent;

**Arranger** means Barclays Bank PLC;

**Bank** means Barclays Bank PLC, each bank to which rights and/or obligations under the Facility Agreement are assigned or transferred or which assumes rights and obligations pursuant to a substitution certificate and the provisions as to substitution set out in the Facility Agreement and any successor or successors in title to any of the foregoing, provided that once that Bank's commitments have been terminated and it has been paid all amounts due to it under the Finance Documents, it shall not be treated as a Bank comprising the majority of banks for the purposes of consultation for their consent or approval;

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

**Care Homes** means 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;

**Debenture** means the fixed and floating charge dated the 16 October 2003 between the Chargor and the Security Agent;

**Facility Agent** means Barclays Bank PLC;

**Facility Agreement** means the Facility Agreement dated 16 October 2003 between Craegmoor Group Limited as Parent, Borrower and Guarantor, the Chargor as Borrower and Guarantor, Barclays Bank PLC as Arranger and Original Bank and Barclays Bank PLC as Facility Agent and Security Agent;

**Finance Documents** means the 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 Obligor's Agent together;

**Guarantor Accession Agreement** means an agreement substantially in the form of schedule F of and made pursuant to Clause 18 of the Facility Agreement;

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

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

**Lenders** means 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;

**Local Authority** means a local authority in England, Wales or Scotland;

**Obligor** means each Borrower and each Guarantor;

**Original Bank** means Barclays Bank PLC as original lender under the Facility Agreement;

**Obligor's Agent** means the Chargor appointed to act on behalf of each Obligor pursuant to Clause 2.3 (b) of the Facility Agreement;

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

**Relevant Act** means (a) in the case of a Care Home in England or Wales, the Mental Health Act 1983, the Childrens Act 1989, the Registered Names Act 1984 or the Care Standards Act 2000; and (b) in the case of a Care Home in Scotland, the Nursing Homes (Registration) Act 1938 (as amended) or (as applicable) the Social Work (Scotland) Act 1968;

**Security Documents** means the Share Pledge and the Debenture together with such other documents (including the Charge) (if any) as may be required to be entered into by the Parent and/or any member of the Warehouse Group pursuant to the Finance Documents;

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

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

**Warehouse Group** means that group of companies consisting of the Chargor and Approved Companies purchased from time to time by the Parent as contemplated by Clause 3.1 (a) of the Facility Agreement;

*John Rudman*  
Partner, for Teds Murray LLP

# M

## COMPANIES FORM No. 398

# 398

### Notice of registration in Scotland or Northern Ireland of a charge comprising property situate there

CHFP025

Please do not  
write in  
this margin

Pursuant to section 398(4) of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies  
(Address overleaf)

Company number

04790588

Name of company

\* insert full name  
of company

\* Craegmoor Homes Limited ("the Chargor")

| Fiona Buchanan, Partner for Tods Murray LLP

of Edinburgh Quay, 133 Fountainbridge, Edinburgh, EH3 9AG

§ give date and  
parties to charge

certify that the charges Standard Security by the Chargor in favour of Barclays  
Bank PLC as security agent dated 18 January 2006

† delete as  
appropriate

of which a true copy is annexed to this form was presented for registration on 10 February 2006  
in [Scotland] ~~[Northern Ireland]~~

Signed

*Fiona Buchanan, Partner for Tods Murray LLP*

Date 24 February 2006

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

Tods Murray LLP  
Edinburgh Quay, 133  
Fountainbridge, Edinburgh,  
, EH3 9AG

DX ED58 Edinburgh

For official Use  
Mortgage Section

Post room

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 STANDARD SECURITY WHICH WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON THE 10/02/06 AND DATED THE 18th JANUARY 2006 AND CREATED BY CRAEGMOOR HOMES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE OF EACH OBLIGOR TO THE LENDERS (OR ANY OF THEM) 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 24th FEBRUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st MARCH 2006.

P. A.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES