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* insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[5111]

1784060

Name of company

* Retirement Care (BH) Limited ("the Company")

Date of creation of the charge

28 January 1997

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

Supplemental Charge ("the Deed") dated 28th January 1997 made between the companies listed in Part II of the attached Schedule ("the Companies") (1) and Allied Trust Bank Limited ("the Chargee") (2) supplemental to a debenture dated 2 April 1996 made between the Company (1) and the Chargee (2).

Amount secured by the mortgage or charge

See Part III of the attached schedule.

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

Allied Trust Bank Limited
Cannon Bridge, 25 Dowgate Hill, London EC4R 2AT

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

Lovell White Durrant
65 Holborn Viaduct
London EC1A 2DY

A1/SHW/JMB/88173

Time critical reference

For official use

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

As specified in Parts IV and V in the attached schedule.

NB. The attached schedule includes covenants by and restrictions on the Company which protect and further define the charges and which must be read as part of the charges created.

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Particulars as to commission allowance or discount (note 3)

N/A

Signed Lovell White Durand Date 11 February 1997
SOLICITORS
On behalf of ~~[company]~~ [mortgagee/chargee] †

† delete as
appropriate

- 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.

SCHEDULE TO FORM 395

Part I

Definitions

"Assets" shall mean all the undertaking, property and assets of the Company whatsoever and wheresoever, present and future.

"Chargee" shall include persons deriving title under the Chargee.

"Debenture" shall mean the debenture dated 2 April 1996 made between the Company (1) and the Chargee (2).

Part II

Details of the Companies

Company	Registered Number
Ferndale Retirement Management Limited	1709679
Roundville Management Limited	2948602
Retirement Marketing Services Limited	2196442
Retirement Care Limited	1706784
RC (Total-Care) Limited	2086525
Retirement Care (BH) Limited	1784060
Retirement Care Group Limited	2195300
Retirement Care (Southern) Limited	2486317
Retirement Care (Southern) Investments Limited	2726170

Part III

Amount secured by Mortgage or Charge

The Company covenanted under the terms of the Deed that it would on demand in writing made to it pay to the Chargee all moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Chargee by the Company under the guarantee executed by the Company in favour of the Chargee dated 2nd April 1996 whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and including interest discount commission and other lawful charges or expenses which the Chargee may in the course of its business charge in respect of any of the matters aforesaid and so that interest shall be computed and compounded according to the usual mode of the Chargee as well after as before any demand made or judgement obtained under the terms of the Deed.

Part IV

Particulars of the Property Mortgaged or Charged

Clause 3 of the Deed states that all the property, undertaking and assets charged by the Debenture would be charged by the Company for the payment and discharge of all monies and liabilities covenanted to be paid and discharged by under the Deed as if the provisions of the Debenture were (mutatis mutandis) set out in full in the Deed

Accordingly by virtue of clause 3 of the Deed, subject to the terms of the debenture dated 28 November 1994 granted by the Company in favour of the Governor and Company of the Bank of Scotland (the "Bank") (the "First Debenture") and an intercreditor deed dated 2nd April 1996 made between, inter alia, RC (Holdings) Limited and certain other group companies (1) 3i plc (2) the Chargee and others (3) and the Bank (4) (the "Intercreditor Deed"), the Company with full title guarantee charged to the Chargee with the payment or discharge of all moneys and liabilities covenanted to be paid or discharged by the Company under the Deed:

- (a) by way of legal mortgage all the freehold and leasehold property of the Company now vested in it whether or not the title thereto is registered at H.M. Land Registry together with all buildings and fixtures (including trade and tenant's fixtures) thereon and all plant and machinery annexed thereto for whatever purpose;
- (b) by way of fixed charge all freehold and leasehold property after the date of the Deed belonging to the Company together with all buildings and fixtures (including trade and tenant's fixtures) thereon and all plant and machinery annexed thereto for whatever purpose;
- (c) by way of fixed charge all interests not otherwise effectively charged by the Deed belonging to the Company in or over land or the proceeds of sale of land all licences held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become party or otherwise entitled and all trade and tenant's fixtures plant and machinery annexed for whatever purpose to all freehold and leasehold property an interest in which stands charged under the Deed;
- (d) by way of fixed charge all the goodwill and uncalled capital for the time being of the Company;
- (e) by way of fixed charge all stocks shares and other securities owned (whether at law or in equity) by the Company and all rights and interests of the Company in and claims under all policies of insurance and assurance held by or insuring to the benefit of the Company;
- (f) by way of fixed charge all patents, trade marks, patent applications, brand names, service marks, copyrights, rights in the nature of copyright, design rights, registered designs and other intellectual property rights and agreements relating to the use by the Company of patents and trade marks to which the Company entitled and all agreements under which the Company is entitled to the payment of any royalty fee or similar income;
- (g) by way of fixed charge all book and other debts of the Company whether presently payable or thereafter falling due for payment and all rights and claims of the Company against third parties capable of being satisfied by the payment of money (save as charged by virtue of sub-clause 3.1.5 the Debenture);
- (h) by way of floating charge all the Assets whatsoever and wheresoever not otherwise effectively charged by way of fixed charge but so that the Company is not to be at liberty to create otherwise than in favour of the Bank and the Chargee any mortgage or fixed or floating charge or other security upon and so that no lien (other than a lien arising through

operation of law in the ordinary course of business) shall in any case or in any manner arise on or affect any part of such Assets either in priority to or pari passu with the floating charge created by the Debenture (subject to the First Debenture) and further that the Company shall have no power without the consent of the Chargee (and subject to the terms of the First Debenture) to part with or dispose of any part of such Assets except by way of sale in the ordinary course of its business.

Part V

Covenants and Restrictions

Clause 3 of the Deed incorporates into the Deed the covenants and restrictions contained in the Debenture.

1. By clause 3.2 of the Debenture, subject to the terms of the First Debenture and Intercreditor Deed, the Company agreed that the Chargee may from time to time by notice in writing to the Company convert the floating charge into a fixed charge as regards any Assets thereby charged as specified in any such notice and such floating charge shall automatically be converted into a fixed charge:
 - (a) in respect of any Assets which shall become subject to a fixed charge in favour of any other person or to a disposition otherwise than by way of sale in the ordinary course of the Company's business immediately upon such charge or disposition; and
 - (b) in respect of all the Assets thereby charged if and when the Company shall cease to carry on business or to be a going concern;but so that clause 3.2 of the Debenture shall not apply to any Assets situate in Scotland.
2. By clause 3.3 of the Debenture, the Company agreed not (subject to the terms of the Intercreditor Deed) without the previous written consent of the Chargee to create or purport or attempt to create any mortgage charge or encumbrance on any freehold or leasehold property of the Company or any other Asset subject to a fixed charge by the Debenture nor in any way dispose of the equity of redemption thereof or any interest therein.
3. By clause 3.6 of the Debenture, the Company agreed that any fixed mortgage charge or other security created after the Debenture by the Company in favour of the Chargee shall have priority over the floating charge created by the Debenture except insofar as the Chargee shall declare otherwise whether at or after the time of creation of such fixed security.
4. By clause 3.7 of the Debenture, the Company (subject to the terms of the First Debenture and the Intercreditor Deed) shall pay as the Chargee may direct all moneys which it may receive in respect of any policies of insurance or assurance royalties or book or other debts or any other of the rights and claims charged to the Chargee those sub-clauses of the Debenture referred to in paragraphs (e), (f) and (g) of Part IV of this Schedule and until such payment hold all moneys so received upon trust for the Chargee and shall not without the prior written consent of the Chargee charge factor discount or assign any of the said policies royalties debts rights or claims in favour of any other person or purport so to do.
5. By clause 5.4 of the Debenture, the Company agreed that without the previous written consent of the Chargee it would not redeem or purchase any of its own shares or issue any redeemable shares.

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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. 01784060

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL CHARGE DATED 28/1/97 SUPPLEMENTAL TO A DEBENTURE DATED 2/4/96 DATED THE 28th JANUARY 1997 AND CREATED BY RETIREMENT CARE (BH) LIMITED FOR SECURING ALL MONEYS AND LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY TO ALLIED TRUST BANK LIMITED PURSUANT TO THE TERMS OF A GUARANTEE DATED 2/4/96 AND THIS CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th FEBRUARY 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th FEBRUARY 1997.

R.L. ADAMS

for the Registrar of Companies



C O M P A N I E S H O U S E

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