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legibly, preferably
in black type, or
bold block lettering

*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

1825148

Name of company

* LONDON PARKCARE LIMITED (the "Chargor")

Date of creation of the charge

2nd March 1995

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

Guarantee and Debenture dated 2nd March 1995 (the "Guarantee and Debenture") made between the Chargor and National Westminster Bank Plc (the "Security Trustee")

Amount secured by the mortgage or charge

The actual, contingent, present and/or future obligations and liabilities of the Chargor to any of the Secured Parties under or pursuant to any of the Financing Documents (as defined in the Credit Agreement) including, for the avoidance of doubt, the Guarantee and Debenture.

Definitions:

"Credit Agreement" means the credit agreement dated 2nd March 1995 made between Craegmoor Healthcare Company Limited, the Banks (as defined therein) and National Westminster Bank Plc as Facility Agent (as defined therein) and Security Trustee; and

Contd/.

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

National Westminster Bank Plc of King's Cross House, Phase 2,
200 Pentonville Road, London

Postcode N1 9HL

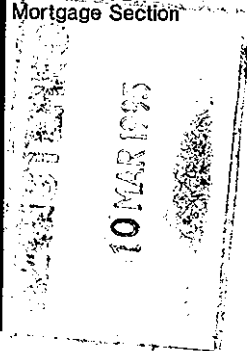
Presentor's name address and
reference (if any);

Wilde Sapte
1 Fleet Place
London
EC4M 7WS

DX: 145 London
MBS/444170/BF72082

Time critical reference

For official use
Mortgage Section



Post room



Short particulars of all the property mortgaged or charged

The Chargor charged in favour of the Security Trustee:

1. by way of legal mortgage all estates or interests in the freehold, leasehold and other immovable property described in the Schedule below and the proceeds of sale thereof and all buildings and trade and other fixtures on any such property belonging to or charged to the Chargor (the "Legally Mortgaged Property");
2. by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property at the date of the Guarantee and Debenture or at any time during the continuance of the security belonging to the Chargor (other than the Legally Mortgaged Property) and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Chargor;
3. by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Chargor both present and future;

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Particulars as to commission allowance or discount (note 3)

NIL

Signed

Wilde Septo

Date

10th March 1995

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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

1825148

Name of Company

LONDON PARKCARE LIMITED (the "Chargor")

Limited*

* delete if
inappropriate

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

"Secured Parties" means all or each of the Facility Agent (as defined in the Credit Agreement), the Security Trustee and the Banks (as defined in the Credit Agreement).

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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4. by way of fixed charge all book debts and other debts at the date of the Guarantee and Debenture and from time to time due or owing to the Chargor (the "Debts") and (subject to the provisions of Clause 7.2 of the Guarantee and Debenture) all moneys which the Chargor receives in respect thereof;

5. by way of fixed charge (but subject to the provisions of Clause 7.2 of the Guarantee and Debenture) all balances standing to the credit of any current, deposit or other account of the Chargor with the Security Trustee or any other Secured Party (including, inter alia, any account designated a realisations account for the proceeds of disposals of any of the assets of the Chargor) or with other bankers, financial institutions or similar third parties (the "Credit Balances");

6. by way of fixed charge all stocks, shares, debentures, bonds, notes, loan capital of:

- (i) any subsidiary (as defined in the Credit Agreement); and
- (ii) any other body corporate;

and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may at the date of the Guarantee and Debenture or thereafter belong to the Chargor, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;

7. by way of fixed charge the goodwill of the Chargor and its uncalled capital at the date of the Guarantee and Debenture or at any time thereafter in existence;

8. by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom at the date of the Guarantee and Debenture or at any time thereafter belonging to the Chargor and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions; and

9. by way of floating charge the whole of the Chargor's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged or charged to the Security Trustee by way of fixed charge by Clause 4.1 of the Guarantee and Debenture (hereinafter collectively referred to as the "Floating Charge Property").

NOTE:

The Chargor covenanted that without the prior written consent of the Security Trustee it shall not nor shall it agree or purport to:

1. create or permit to subsist any Encumbrance whether in any such case ranking in priority to or pari passu with or after the security created by the Guarantee and Debenture save to the extent permitted or required under the Credit Agreement; or

2. sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of its undertaking or assets except:

cont'd/...

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 2
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

1825148

Name of Company

LONDON PARKCARE LIMITED (the "Chargor")

~~Limited~~*

* delete if
inappropriate

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

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

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

**Please complete
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- (a) as permitted under the Credit Agreement; or
 - (b) Floating Charge Property in the ordinary course of trading by the Chargor and on arm's length terms.
3. sell, factor, discount, or otherwise charge or assign the Debts in favour of any other person; or
4. sell or otherwise charge or assign any Credit Balance in favour of any person; or
5. vary, surrender, cancel, assign or otherwise dispose of or permit to be forfeited any leasehold interest forming part of the Charged Property; or
6. part with possession of the whole or any part of, or confer on any other person any right or licence to occupy, or grant any licence to assign or sub-let, any land or buildings forming part of the Charged Property other than, in each case, in relation to residents and employees of the Chargor; or
7. allow any person other than itself to be registered under the Land Registration Act 1925 as proprietor of the Charged Property or any part thereof or create or permit to arise any overriding interest (as specified in Section 70(1) of the Land Registration Act 1925) affecting such property.

Definitions:

"Charged Property" means the property, assets and income of the Chargor mortgaged or charged to the Security Trustee (whether by way of legal mortgage, fixed or floating charge) by or pursuant to the Guarantee and Debenture and each and every part thereof; and

"Encumbrance" means any mortgage, charge, assignment for the purpose of security, pledge, lien, right of set-off, arrangements for retention of title, or hypothecation or trust arrangement for the purpose of, or which has the effect of granting security or other security interest of any kind whatsoever or any agreement, whether expressed to be conditional or otherwise, to create any of the same (but excluding all security interests under any of the Security Documents as defined in the Credit Agreement) or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired by the Chargor.

SCHEDULE

The freehold property known as Avon House and being land and buildings on the east side of Allen Street, Kensington, London W8 registered at H.M. Land Registry under Title Number NGL76622.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01825148

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE, DATED THE 2nd MARCH 1995 AND CREATED BY LONDON PARKCARE LIMITED FOR SECURING ALL MONEYS DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC (AS SECURITY AGENT AND TRUSTEE FOR ITSELF AND THE SECURED PARTIES -AS DEFINED) SUPPLEMENTAL TO THE TERMS OF THE FINANCING DOCUMENTS (AS DEFINED) AND OR THIS DEBENTURE, WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th MARCH 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th MARCH 1995.

P. Jones
P. JONES

for the Registrar of Companies



COMPANIES HOUSE

HC026B

4/c
15/3/95 ft

N.B. Searchers may find it desirable to refer to the mortgage documents microfiche for more detailed particulars

01825148

REGISTER of Charges, Memoranda of LONDON PARKCARE LIMITED

(1) Date of Registration	(2) Serial No. of Docu- ment on file	(3) Date of Creation of each Charge and Description of it	(4) Date of the acquisition of the Property	(5) Amount secured by the Charge £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
CHARGE: 5 10/03/1995		2/ 3/95 GUARANTEE AND DEBENTURE.		ALL MONEYS DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC (AS SECURITY AGENT AND TRUSTEE FOR ITSELF AND THE SECURED PARTIES -AS DEFINED) SUPPLEMENTAL TO THE TERMS OF THE FINANCING DOCUMENTS (AS DEFINED) AND OR THIS DEBENTURE.	FIXED AND FLOATING CHARGES OVER THE UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE INCLUDING GOODWILL BOOKDEBTS UNCALLED CAPITAL BUILDINGS FIXTURES FIXED PLANT AND MACHINERY PLEASE SEE DOC FOR FURTHER DETAILS,	NATIONAL WESTMINSTER BANK PLC,

[illegible]