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COMPANIES FORM No. 395

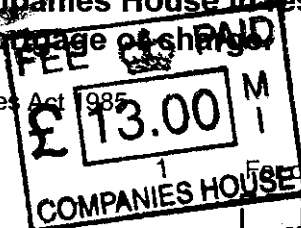
Particulars of a mortgage or charge

708 177 - 1365
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

2032661

Name of company

* FSHC (UK) Limited (the "Chargor")

Date of creation of the charge

30 October, 2006 (the "Issue Date")

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

An Isle of Man share charge agreement (the "Share Charge") dated the Issue Date between the Chargor and Credit Suisse, London Branch as security trustee (the "Security Trustee").

Amount secured by the mortgage or charge

See attachment Continuation Sheet 1.

Please see attached Continuation Sheet 2 for defined terms used in this Form 395.

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

Credit Suisse, London Branch, One Cabot Square, London

Postcode E14 4QJ

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

Cadwalader, Wickersham & Taft LLP
265 Strand
London, WC2R 1BH

779145

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



LD2
COMPANIES HOUSE

311
17/11/2006

Short particulars of all the property mortgaged or charged

For short particulars of the property charged and the negative pledge see attached Continuation Sheet 3.

Please see attached Continuation Sheet 2 for defined terms used in this Form 395.

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 *Cadwalader, Wickersham & Taft LLP*

Date 17 November, 2006

On behalf of ~~XXXXXXXX~~ [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

FORM 395 – PARTICULARS OF A MORTGAGE OR CHARGE**CONTINUATION SHEET 1****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 any Secured Creditor under each Finance Document, except for any obligation which, if it were so included, would result in the Chargor contravening Sections 6 - 8 of the Companies Act 1992 or any equivalent and applicable provisions under the laws of the jurisdiction of incorporation of the Chargor (the “**Secured Liabilities**”).

FORM 395 – PARTICULARS OF A MORTGAGE OR CHARGE**CONTINUATION SHEET 2****Definitions**

In this Form 395, so far as the context admits, the following expressions have the following meanings:

Additional Borrower means a company which becomes a Borrower in accordance with clause 28 (*Changes to the Obligors*) of the Facility Agreement.

Additional Guarantor means a company which becomes a Guarantor in accordance with clause 28 (*Changes to the Obligors*) of the Facility Agreement.

Agent means Credit Suisse, London Branch.

Allianz means each of (a) ACP Vermoegensverwaltung GmbH & Co KG Nr. 3; and (b) ACP Beteiligungstreuhand GmbH.

Allianz Loan Agreement means the loan agreement for a term loan of up to £60,000,000 to Seniorco from Allianz dated on or about the date of the Facility Agreement.

Arranger means Credit Suisse, London Branch.

Borrower means Seniorco or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 28 (*Changes to the Obligors*) of the Facility Agreement.

Company means Four Seasons Health Care (Isle of Man) Limited.

Facility Agreement means the senior term and revolving facilities agreement for up to £1,348,000,000 dated 31 August 2006 between, among others, the parties to the Share Charge.

Finance Document means each Senior Finance Document and each Mezzanine Finance Document.

Finance Party means the Agent, the Arranger, the Security Trustee, a Lender, the Issuing Bank or a Hedge Counterparty, and together the **Finance Parties**.

Fino GmbH means Blitz 06-137 GmbH a limited liability company registered in the Commercial Register (*Handelsregister*) of the Local Court (*Amtsgericht*) of Munich under registration number HR B 163120.

Guarantor means each of Seniorco, Propco Holdco, Fino GmbH and each Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 28 (*Changes to the Obligors*) of the Facility Agreement.

Hedge Counterparty means Credit Suisse International and each person that becomes a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement.

Hedging means any interest rate or currency swap, derivative transaction or hedging facility.

Hedging Bank means Credit Suisse International and any other person which becomes a party to the Intercreditor Agreement as a Hedging Bank under clause 12.1 (*Accession of Hedging Banks*) of the Intercreditor Agreement, in each case in its capacity as provider of Hedging to any of the Obligors.

Intercreditor Agreement means the intercreditor agreement dated 31 August 2006 and made between among others Seniorco, and the Security Trustee.

Issuing Bank means Credit Suisse, London Branch.

Junior Mezzanine Credit Agreement means the £165,000,000 PIK facility agreement dated on or about the date of the Intercreditor Agreement and made between Seniorco as borrower and The Royal Bank of Scotland Plc as lead arranger, agent and arranger.

Junior Mezzanine Creditor means each of the Finance Parties under and as defined in the Junior Mezzanine Credit Agreement.

Lender means (a) Credit Suisse, London Branch; and (b) any bank, financial institution, trust, fund or other entity which has become a party to the Facility Agreement in accordance with clause 27 (*Changes to the Lenders*) which in each case has not ceased to be a party to the Facility Agreement in accordance with the terms of the Facility Agreement.

Mezzanine Finance Documents means "Finance Documents" (as defined in the Allianz Loan Agreement) and "Finance Documents" (as defined in the RBS Loan Agreement).

Obligor means a Borrower or a Guarantor.

Propco Holdco means Fino Propco Holdco Limited registered in Jersey with registration number 94254.

RBS Loan Agreement means the loan agreement for a term loan of up to £165,000,000 to Seniorco from the Royal Bank of Scotland plc on or about the date of the Facility Agreement.

Related Rights means any dividend or interest paid or payable in relation to any Shares; and any right, money or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

Secured Creditor means a Senior Creditor, a Hedging Bank, a Senior Mezzanine Creditor or a Junior Mezzanine Creditor, as the context requires.

Security means a mortgage, charge, standard security, assignment, agreement, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Security Assets means all assets of the Chargor the subject of any security created by the Share Charge, and each a **Security Asset**.

Seniorco means Fino Seniorco Limited registered in the Cayman Islands with registration number 172449.

Senior Creditor means each of the Finance Parties under and as defined in the Facility Agreement.

Senior Finance Document means the Finance Documents as defined in the Facility Agreement.

Senior Mezzanine Credit Agreement means the £60,000,000 PIK facility dated on or about the date of the Intercreditor Agreement between Seniorco as borrower and the Senior Mezzanine Creditors.

Senior Mezzanine Creditor means each of the Finance Parties under and as defined in the Senior Mezzanine Credit Agreement.

Shares means the entire issued share capital of the Company being 2 ordinary shares of £1.00 each.

FORM 395 – PARTICULARS OF A MORTGAGE OR CHARGE**CONTINUATION SHEET 3****Short particulars of all the property mortgaged or charged****1 Pursuant to clause 3 of the Share Charge (*Creation of Security*), the Chargor has charged:****1.1 General**

- (a) All the Security created under the Share Charge:
 - (i) has been created in favour of the Security Trustee;
 - (ii) has been created over present and future assets of the Chargor;
 - (iii) is security for the payment and satisfaction of all the Secured Liabilities; and
 - (iv) is made by the Chargor as the sole absolute legal and beneficial owner.
- (b) The Security Trustee holds the benefit of the Share Charge on trust for the Secured Creditors.

1.2 First Fixed Charge

- (a) by way of a first fixed charge all the Shares owned by the Chargor or held by any nominee on its behalf; and
- (b) by way of a first fixed charge all the Related Rights.

2 Negative Pledge**2.1 Pursuant to paragraph 5.1 of the Share Charge, the Chargor has agreed that:**

- (a) except as expressly allowed in the Facility Agreement, the Chargor will not create or permit to subsist any Security on any Security Asset (except for the Security created pursuant to the Share Charge).

2.2 Pursuant to paragraph 5.2 of the Share Charge, the Chargor has agreed that:

- (a) except as expressly allowed in the Facility Agreement, the Chargor will not sell, transfer, licence, lease or otherwise dispose of any Security Asset.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02032661

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ISLE OF MAN SHARE CHARGE AGREEMENT DATED THE 30th OCTOBER 2006 AND CREATED BY FSHC (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ANY SECURED CREDITOR 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 17th NOVEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd NOVEMBER 2006.

17 Nov 06



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES