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CHFP025

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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

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

Company number

381111

2079932

Name of company

* BUPA Nursing Homes Limited (the "Chargor")

Date of creation of the charge

17 February 2000

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

A Debenture (the "Debenture") dated 17 February 2000 and made between
the Chargor and UK Care No. 1 Limited (the "Issuer")

Amount secured by the mortgage or charge

1. All monies, costs, charges, expenses, liabilities and obligations
whether certain or contingent which now or hereafter may become due,
owing or incurred by the Lessor to the Issuer (whether solely or jointly
with one or more persons) pursuant to the Overriding Leases or under the
Debenture as when due.
2. To observe and perform in all respects the obligations on the part of
the Chargor contained in this Debenture.
- 3 All sums payable by the Chargor under the Debenture to be paid
without any deduction, set-off, counterclaim or withholding (unless
required by law in which case the Chargor will pay to the Issuer an
additional sum equivalent to the sum withheld and will provide evidence
satisfactory to the Issuer that the Chargor has properly accounted to
the relevant authority for the sum withheld or deducted).

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

UK Care No. 1 Limited of Suite 7, Albert House, South Esplanade, St.
Peter Port, Guernsey

Postcode GY1 4AU

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

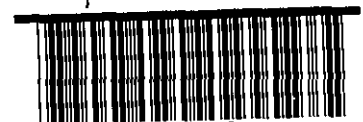
Clifford Chance Limited Liability
200 Aldersgate Street
London
EC1A 4JJ

JCTS/M2130/12570/AJC

Time critical reference

For official Use
Mortgage Section

Post room



LD6
COMPANIES HOUSE

LEDHSHCH

0312
03/03/00

1. The Chargor with full title guarantee (and to the intent that the security so constituted shall be continuing security in favour of the Issuer) has charged in favour of the Issuer with the payment and discharge of the Obligations by way of first legal mortgage all right title estate and other interests of the Chargor in the Properties (other than the Scottish Properties).

2. The Chargor to the intent that the security so constituted shall be continuing security in favour of the Issuer) has undertaken to execute and deliver to the Issuer by way of first fixed security for the payment and discharge of the Obligations a standard security or standard securities substantially in the form set out in the Schedule of the Debenture in respect of the Chargor's whole right, title and interest in the Scottish Properties.

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

Particulars as to commission allowance or discount (note 3)

Signed Clifford Chance Limited (entirely authorised) Date 2/3/00

On behalf of (company) mortgagee/chargee†

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 CF4 3UZ

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

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

CHFP025

Please complete
legibly, preferably
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bold block lettering

Company Number

2079932

Name of Company

BUPA Nursing Homes Limited (the "Chargor")

Limited*

* delete if
inappropriate

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

Please complete
legibly, preferably
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bold block lettering

Definitions

In this Form 395

"Asset Administration Agreement" means the asset administration agreement entered into by the Asset Manager, the Issuer, the Standby Asset Manager and the Trustee on or about 17 February 2000;

"Asset Manager" means BUPA LeaseCo Holdings Limited and any successor;

"Charged Property" means the property, assets and income of the Operating Tenant Guarantor for the time being assigned, charged or secured whether by way of legal mortgage, standard security, fixed or floating charge or legal or equitable assignment to the Issuer by or pursuant to the Debenture;

"Further Overriding Leases" means a lease similar in all material respects (excluding the level of rent payable thereunder or premium payable therefor) to the terms of each Overriding Lease by virtue of which the Issuer acquires the benefit, as landlord, of a lease similar in all material respects to the Operating Leases (excluding the level of rent payable thereunder or premium payable therefor) and such proposed Overriding Lease and the corresponding operating lease shall have been approved by the Rating Agencies;

"Lessor" means BUPA LeaseCo (Guernsey) Limited incorporated in Guernsey and registered with number 35832;

"Obligations" means all monies, costs, charges, expenses, liabilities and obligations whether certain or contingent which now or hereafter may become due, owing or incurred by the Lessor to the Issuer (whether solely or jointly with one or more persons) pursuant to the Overriding Leases or under the Debenture;

"Operating Leases" means the leases of the Properties dated 8 and 12 October 1999 granted by the Lessor in favour of the Operating Tenants;

"Operating Tenant" means Care First Homes Care Limited, the Chargor, Care First Homes Health Care Limited and Goldsborough Estates Limited or any other tenant from time to time under an Operating Lease;

"Operating Tenant Guarantor" means BUPA Care Homes Group Limited;

"Overriding Leases" means "Overriding Leases" means the Overriding Leases of the Properties dated 8 and 12 October 1999 and any other lease vested in the Issuer pursuant to the Asset Administration Agreement, Substitution Deed, Warranty Agreement or any Further Overriding Lease (being in relation to any Scottish Property in each case an interposed lease in terms of Section 17 of the Land Tenure Reform (Scotland) Act 1974) and in respect of which the Issuer is the tenant (or any agreement to grant any such lease) and any deed supplementing or varying the same from time to time;

"Properties" means real properties or heritable properties the subject of Overriding Leases from time to time being on or about 17 February 2000 those listed below:

| Home Name | Address | Town / City |
|-----------------|------------------------|-----------------|
| Acacia Lodge | 15 Wellingborough Road | Irthlingborough |
| Admirals Reach | Ridgewell Avenue | Chelmsford |
| Ailsa Craig | 101 Brand Street | Glasgow |
| Airedale | Church Lane | Leeds |
| Alexandra | 370 Wilsthorpe Road | Nottingham |
| Allington Court | Lye Lane | St Albans |
| Altham Court | Altham Terrace | Lincoln |

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

Please complete
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3.1 The Chargor with full title guarantee and (in relation to rights and assets situated in or governed by the law of Scotland) with absolute warrandice (and to the intent that the security so constituted shall be a continuing security in favour of the Issuer) has charged in favour of the Issuer with the payment and discharge of the Obligations by way of floating charge the whole of the Chargor's undertaking and all its property, rights and assets whatsoever and wheresoever present and future other than any property for the time being effectively charged by way of fixed charge to the Issuer as referred to in paragraph 1 above or otherwise pursuant to the Debenture (but excepting from the foregoing exclusion all property, rights and assets of the Chargor situated in or governed by the law of Scotland, all of which property, rights and assets are charged by the floating charge hereby created).

3.2 The Issuer shall be entitled at any time by notice in writing to the Chargor to convert the floating charge referred to in paragraph 3.1 above into a fixed charge affecting all the property and assets which for the time being are the subject of such floating charge or as the case may be such of the said property and assets as are specified by such notice if the Issuer considers the relevant assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

3.3 The floating charge referred to in paragraph 3.1 above shall (in addition to the circumstances in which the same shall occur under the general law) automatically crystallise and be converted into a fixed charge affecting all the property and assets which for the time being are the subject of such floating charge without notice from the Issuer to the Chargor on:

3.3.1 the presentation of a petition for the appointment of an administrator of the Chargor or the compulsory winding up of the Chargor; or

3.3.2 the appointment of an administrative receiver, receiver, official manager, trustee, liquidator or similar officer of the Chargor over the whole or any part of the Charged Property; or

3.3.3 the convening of a meeting for the passing of a resolution for the liquidation, winding-up or dissolution of the Chargor; or

3.3.4 the presentation or making of an application for a warrant of execution, writ of fieri facias, garnishee order or charging order in respect of any of the assets charged or assigned by or pursuant to the Debenture.

Negative Pledge

The Debenture contains a negative pledge.

Receiver

Under Clause 9 of the Debenture the Issuer has the right to appoint a receiver.

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

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

CHA 116

Please complete
legibly, preferably
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bold block lettering

Company Number

2079932

Name of Company

BUPA Nursing Homes Limited

Limited*

* delete if
inappropriate

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

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

| Property | Address | Town/City |
|--------------------------------|--------------------------------------|----------------------|
| Amberley Court | 82/92 Edgbaston Road | Birmingham |
| Ancaster Court | 24 Hastings Road | Bexhill On Sea |
| Anville Court | Goldthorn Hill | Wolverhampton |
| Arbrook House | 36 Copsem Lane | Esher |
| Ardenlea Court | Bucknell Close | Solihull |
| Argyles | Pound Street | Newbury |
| Ashby Court | Tamworth Road | Ashby-de-la-Zouch |
| Ashley House | 118 Trafalgar Road | Cirencester |
| Ashley Lodge | Golden Hill, Ashley Lane | New Milton |
| Ashley Park | The Street | Guildford |
| Aspen Court | Aspen Drive | Derby |
| Aston Court | Aston Hall Drive | Sutton Coldfield |
| Aylesham Court | 195 Hinckley Road | Leicester |
| Balcarres | 64 Albany Road | Dundee |
| Balnacarron | 116 Hepburn Gardens | St Andrews |
| Berewecke Court | Berewecke Road | Winchester |
| Braemount | 21 Donaldswood Road | Paisley |
| Branston Court | Branston Road | Burton On Trent |
| Broad Oak Manor (Dartford) | Broad Oak Close, off Arnolds Lane | Dartford |
| Broad Oak Manor (St Helens) | Mulcrow Close | St Helens |
| Brompton House | Station Road | Broadway |
| Burley Hall | Cornmill Lane | Burley-in-Wharfedale |
| Capwell Grange | Addington Way | Luton |
| Carders Court | 23 Ivor Street | Rochdale |
| Clare House (Uxbridge) | Harefield Road | Uxbridge |
| Clare House (Walton) | 36 Hersham Road | Walton-on-Thames |
| Colonia Court | St Andrews Avenue | Colchester |
| Colton Lodges | 2 Northwood Gardens | Leeds |
| Copper Hill | Church Street | Leeds |
| Cottenham Court | High Street | Cambridge |
| Cottingley | Bradford Road | Bingley |
| Croft House | Braintree Road | Dunmow |
| Dove Court | Shuttleworth Street | Burnley |
| Downlands Park | Isaacs Lane | Haywards Heath |
| East Dean Grange | Lower Street | East Dean |
| Eastbury Manor | The Street | Guildford |
| Eglantine Villa | Eglantine Lane | Dartford |
| Elmridge | 19a The Pastures | Middlesbrough |
| Elmwood | 3 Wetherby Road | Leeds |
| Faircroft | 59 Crystal Palace Park Road | London |
| Gable Court | 111 Roxy Avenue | Romford |
| Gable Lodge | 108 Church Hill | Loughton |
| Godden Lodge | 57 Hart Road | Benfleet |
| Golfhill | 35 Hanson Street | Glasgow |
| Gorton Parks | 121 Taylor Street | Manchester |
| Green Gates | 2 Hernes Road | Oxford |
| Grosvenor Park | 26 Brookfield Road | Bexhill-on-Sea |
| Hammerwich Hall | 105 Burntwood Road | Nr Lichfield |
| Havering Court | Havering Court | Romford |
| Hazelmere House | Pinewood Road | Wilmslow |
| Heathgrove Lodge | 837 Finchley Road | London |
| Highclere | 1 Chapman Avenue | Milton Keynes |
| Highfield (Halesworth) | London Road | Halesworth |
| Hillview (Cleveland) | Meadowgate | Eston |
| Holyport Lodge | The Green | Maidenhead |

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

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

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Continuation sheet No 3
to Form No 395 and 410 (Scot)

CHA 116

Please complete
legibly, preferably
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bold block lettering

Company Number

2079932

Name of Company

BUFA Nursing Homes Limited

Limited*

* delete if
inappropriate

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

| Property | Address | Town/City |
|---------------------------------|-----------------------------|-------------------|
| Ilsom House | | Tetbury |
| Inglewood | Deal Road | Redcar |
| Kilfillan House | Graemesdyke Road | Berkhamsted |
| Kirknowe | 240 Stewarton Street | Wishaw |
| Leominster | 44 Bargates | Leominster |
| Manor House (Upwood) | 80 Huntingdon Road | Nr Huntingdon |
| Melford Court | Hall Street | Sudbury |
| Monmouth Court | Monmouth Close | Ipswich |
| Mornington Hall | 6 Whitta Road | London |
| Mount Hall | Flash Lane | Macclesfield |
| Oakcroft House | Oakcroft Road | Weybridge |
| Oakhill House | Eady Close | Horsham |
| Oakwood House | Old Watton Road | Norwich |
| Park Avenue | 8 Park Avenue | Leeds |
| Pendean House | West Lavington | Midhurst |
| Premier Court | Thorley Lane | Bishops Stortford |
| Priory Mews | Watling Street | Dartford |
| Puttenham Hill House | Puttenham | Guildford |
| Quayside | 250 Halley Street | Glasgow |
| Queensmount | 18 Queens Park | Bournemouth |
| | West Drive | |
| River Court | Explorer Drive | Watford |
| Ryland View | Arnhem Way | Tipton |
| Saltshouse Haven | 71 Saltshouse Road | Hull |
| Seabrooke Manor | Lavender Place | Ilford |
| Shelton Lock | 61a Weston Park Avenue | Derby |
| Shockerwick House | Shockerwick | Bath |
| St Christopher's | Drakes Way | Hatfield |
| St David's | Lord Street | Redcar |
| St Mark's | 1 Hartburn Lane | Stockton-on-Tees |
| St Mary's | 1 The Crescent | Middlesbrough |
| St William's | Cornwall Avenue | Darlington |
| Stadium Court | Greyhound Way | Stoke on Trent |
| Staplehurst Manor | Frittenden Road | near Maidstone |
| Straven House | 1 Queens Road | Ilkley |
| Sutton Lodge | 87 Oatlands Drive | Weybridge |
| The Arkley | Barnet Road | Barnet |
| The Dales | Woodhall Road | Bradford |
| The Donnington | Wantage Road | Newbury |
| The Elms | 2, Arnolds Lane | Peterborough |
| The Gables | Eastrea | Peterborough |
| The Highgate | 12 Hornsey Lane | London |
| The Hyde | Walditch | Bridport |
| The Kensington | 40/46 Ladbroke Road | London |
| The Lawns | Lawn Lane | Chelmsford |
| The Manor House (Birkenhead) | Moreton Road | Birkenhead |
| The Westbury | Warminster Road | Westbury |
| Wellington Park | 76 Wellington Road | Enfield |
| Wentworth Croft | Bretton Gate | Peterborough |
| Westcombe Park | 112A Westcombe Park Road | London |
| Westmoor View | Dixons Bank | Middlesbrough |
| Wilmington Manor | Common Lane | Dartford |
| Winscombe | Furze Hill | Kingswood |
| Woodlands View | Magpie Crescent | Stevenage |

Please complete
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and all that property known as Parklands Court, 56 Court Road, Bloxwich, Walsall demised by an overriding lease dated 12th October 1999 and made between the Lessor (1) and the Issuer (2).

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

Please complete
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Particulars of a mortgage or charge (continued)

Continuation sheet No 4
to Form No 395 and 410 (Scot)

CHA 116

Please complete
legibly, preferably
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bold block lettering

Company Number

2079932

Name of Company

BUFA Nursing Homes Limited

Limited*

* delete if
inappropriate

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

Definitons cont.

Please complete
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"Property Manager" means Goldsborough Estates Limited and any successor;

"Rating Agencies" means Standard & Poor's Rating Services, a division of the McGraw Hill Companies Inc. group of companies, and Duff & Phelps Credit Rating Co. and any successor to its rating business;

"Scottish Property" means any Property situated in Scotland;

"Standby Asset Manager" means the partners from time to time in the firm of chartered accountants known as Deloitte & Touche (or any successor firm) of Hill House, 1 Little New Street, London EC4A 3TR;

"Substitution Deed" means the deed dated on or about 17 February 2000 made, inter alios, between the Issuer, the Trustee, the Lessor, the Property Manager, the Asset Manager and the Operating Tenants relating to the substitution of new Properties;

"Trustee" means The Law Debenture Trust Corporation p.l.c. or any successor;

"Warranty Agreement" means the warranty agreement dated on or about 17 February 2000 made between the British United Provident Association Limited, the Operating Tenants, the Operating Tenant Guarantor, the Issuer, the Lessor, the Asset Manager, the Property Manager, BUPA Properties and the Trustee

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

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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. 02079932

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 17th FEBRUARY 2000 AND CREATED BY BUPA NURSING HOMES LIMITED FOR SECURING 1. ALL MONIES, COSTS, CHARGES, EXPENSES, LIABILITIES AND OBLIGATIONS WHETHER CERTAIN OR CONTINGENT WHICH NOW OR HEREAFTER MAY BECOME DUE, OWING OR INCURRED BY THE LESSOR (AS DEFINED) TO UK CARE NO. 1 LIMITED (WHETHER SOLELY OR JOINTLY WITH ONE OR MORE PERSONS) PURSUANT TO THE OVERRIDING LEASES OR UNDER THE DEBENTURE AS WHEN DUE. 2. TO OBSERVE AND PERFORM IN ALL RESPECTS THE OBLIGATIONS ON THE PART OF THE COMPANY CONTAINED IN THIS DEBENTURE. 3. ALL SUMS PAYABLE BY THE COMPANY UNDER THE DEBENTURE TO BE PAID WITHOUT ANY DEDUCTION, SET-OFF, COUNTERCLAIM OR WITHHOLDING (UNLESS REQUIRED BY LAW IN WHICH CASE THE COMPANY WILL PAY TO UK CARE NO. 1 LIMITED AN ADDITIONAL SUM EQUIVALENT TO THE SUM WITHHELD AND WILL PROVIDE EVIDENCE SATISFACTORY TO UK CARE NO. 1 LIMITED THAT THE COMPANY HAS PROPERLY ACCOUNTED TO THE RELEVANT AUTHORITY FOR THE SUM WITHHELD OR DEDUCTED). WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd MARCH 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th MARCH 2000.

*L-C
Co.*



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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