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## 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



2456170

Name of company

\* Doncaster Care Developments Limited (the "Chargor")

Date of creation of the charge

25 February 2002

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

Second Guarantee and Debenture dated 25 February 2002 (the "Debenture") made between the Chargor and others (1) in favour of Barclays Bank PLC (as "Security Agent") (2)

Amount secured by the mortgage or charge

See Part II of the attached schedule.

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

Barclays Bank PLC (as Security Agent for the Beneficiaries)  
54 Lombard Street  
London

Postcode EC3P 3AH

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

Lovells  
65 Holborn Viaduct  
London  
EC1A 2DY

A6/SJW/C0S/987695

Time critical reference

For official Use  
Mortgage Section

Post room



LDS  
COMPANIES HOUSE

\*L78B490G\*

0323  
11/03/02

See Part III of the attached schedule.

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

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)

N/A

Signed

*Lovells*

Date

*8 March 2002*

*Solicitors*

On behalf of ~~XXXXXX~~ [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 CF14 3UZ

SCHEDULE TO FORM 395 FOR DEBENTURE

PART I

Definitions

In this Form 395:

**"Administrators"** collectively the Agent, the Security Agent and the Arranger;

**"Arranger"** Barclays Bank PLC in its capacity as arranger of the Facilities;

**"Assets"** all the undertaking, property, assets, rights and revenues of the Chargor, present or future, wherever situated in the world, and includes each or any of them;

**"Beneficiaries"** collectively the Finance Parties and the Hedging Counterparties and includes any one or more of them and **"Beneficiary"** shall be construed accordingly;

**"Charging Companies"** the companies named in Part V of this Schedule and includes (with effect from its execution and delivery of an agreement under which it accedes to the Debenture, or of a Guarantee and Debenture in terms similar to the Debenture) any Company which subsequently adopts the obligations of a Charging Company and also (where the context permits) includes each or any of them and **"Charging Company"** shall be construed accordingly;

**"Collection Account"** has the meaning attributed to it by clause 5.1 (*Collection of Receivables*) of the Debenture;

**"the Companies"** the Charging Companies together with any other Group Companies (as defined in the Facilities Agreement) from time to time, and (where the context permits) includes each or any of them and the **"Company"** shall be construed accordingly;

**"Debenture Date"** 25 February 2002;

**"Debenture"** each guarantee and debenture, in the Agreed Terms (as defined in the Facilities Agreement), executed by a Group Company (as defined in the Facilities Agreement) in favour of the Security Agent (including any further or supplemental debenture) and **"Debentures"** shall be construed accordingly;

**"Facilities Agreement"** the facilities agreement dated 18 January 2002 made between Southern Cross Healthcare Limited (as Parent), Southern Cross Finance Plc (as Principal Borrower), the Companies listed in Schedule 1 therein (as Borrowers), Barclays Bank PLC (as Arranger), Barclays Bank PLC (as Agent), Barclays Bank PLC (as Security Agent) and Barclays Bank PLC as LNG Bank, which expression shall include any amendments, supplements, accessions, variations or additions to such agreement, however fundamental, including changes to the facilities provided or increases in their maximum amount;

**"Finance Documents"** the Facilities Agreement, the Security Documents, the Fees Letter, the Hedging Agreements, any Transfer Certificate (each as defined in the Facilities Agreement) or undertaking delivered pursuant to clause 23 (*Assignments and Transfers*) of the Facilities Agreement, any Deed of Accession (as defined in the Facilities Agreement) and any other document entered into by any Beneficiary in connection with any of the foregoing and any amendments, supplements or additions thereto, and any other documents or agreements entered into from time to time which are otherwise Finance Documents;

**"Finance Parties"** collectively, the Administrators, the LNG Bank, the Lenders and any Ancillary Lender (each as defined in the Facilities Agreement) and **"Finance Party"** means any of them;

**"Floating Charge Assets"** insofar only as concerns the floating charge created by clause 3.1(o) (*Charging Clause*) of the Debenture, Assets for the time being comprised within such floating charge;

**"Guarantor"** the Chargor insofar as it covenants under clause 2.1(b) (*Covenant to Pay*) to pay or discharge money due or owing from or liabilities of other Charging Companies to Beneficiaries and **"Guarantors"** and **"Guarantee"** shall be construed accordingly;

**"Land"** includes freehold and leasehold land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

**"LNG Security Account"** an interest-bearing Sterling (as defined in the Facilities Agreement) deposit account of the Principal Borrower (as defined in the Facilities Agreement) with the LNG Bank (as defined in the Facilities Agreement) designated "Southern Cross Finance - LNG Security Account", or at the option of the LNG Bank (as defined in the Facilities Agreement) such other account at such other financial institution as it may reasonably nominate and which is subject to a charge in favour of the Security Agent (for the benefit of the LNG Bank) under the Debentures;

**"Realisation Account"** an interest-bearing Sterling (as defined in the Facilities Agreement) deposit account in the name of the Principal Borrower (as defined in the Facilities Agreement) with a bank nominated by the Agent (as defined in the Facilities Agreement) entitled \*NAME OF AGENT\* - Realisation Account re \*GROUP COMPANY\*, into which Net Disposal Proceeds (as defined in the Facilities Agreement) are to be paid under clause 10.3 (*Disposal, insurance and Key-man proceeds*) of the Facilities Agreement ;

**"Receivables"** in relation to a Charging Company all sums of money receivable by such Charging Company on or after the Debenture Date consisting of or payable under or derived from any of its Assets;

**"Secured Sums"** all money and liabilities covenanted and/or guaranteed to be paid or discharged by the Charging Companies to the Beneficiaries under clause 2.1 (*Covenant to Pay*) of the Debenture;

**"Securities"** in relation to a Charging Company all stocks, shares, debentures and loan stocks issued by any company or person and all other investments (whether or not marketable) owned at any time on or after the Debenture Date at law or in equity by such Charging Company, including all interests in investment funds and all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise, and including all Securities owned by such Charging Company in any other Company (as defined in the Facilities Agreement);

**"Security Agent"** Barclays Bank PLC acting as security agent and trustee for the Beneficiaries and includes any successor appointed by the Beneficiaries pursuant to the Finance Documents.

## PART II

### Amount secured by Mortgage or Charge

1. All money and liabilities on or after the Debenture Date due and payable to each Beneficiary by the Chargor under or pursuant to the Finance Documents; and
2. all monies and liabilities on or after the Debenture Date due and payable to each Beneficiary by each other Charging Company (except for sums owed by such Charging Company in its capacity as a Guarantor for the Chargor) under or pursuant to the Finance Documents,

in either case, whether on or after such demand, whether actually or contingently, whether solely or jointly with any other person, whether as principal or surety and whether or not the relevant Beneficiary was an original party to the relevant transaction, including all interest,

commission, fees, charges, costs and expenses which each Beneficiary may in the course of its business charge or incur in respect of any Charging Company or its affairs and so that interest shall be computed and compounded in accordance with the Finance Documents (after as well as before any demand or judgment). Under the terms of the Chargor's Guarantee contained in the Debenture, there is excluded any money or liability if and insofar as such money was borrowed or such liability was incurred directly or indirectly for the purpose of the acquisition by any person of shares in the Chargor or its Holding Company or the reduction or discharge of any existing liability incurred for the purpose of such acquisition and if and for so long as it would not be lawful under the Chapter VI, Part V of the Companies Act 1985 for such money or liability to be guaranteed by the Chargor.

### **PART III**

#### **Particulars of Property Mortgaged or Charged**

1. By clause 3.1 (*Charging Clause*) of the Debenture the Chargor with full title guarantee charged to the Security Agent with the payment or discharge of all Secured Sums:
  - (a) by way of first legal mortgage, all freehold and leasehold Land in England and Wales vested in the Chargor at the Debenture Date and registered at HM Land Registry;
  - (b) by way of first legal mortgage, all freehold and leasehold Land in England and Wales vested in the Chargor at the Debenture Date and not registered at HM Land Registry;
  - (c) by way of first fixed charge, all Land after the Debenture Date becoming the property of the Chargor;
  - (d) by way of first fixed charge, all interests in Land or the proceeds of sale of Land belonging to the Chargor on or after the Debenture Date which have not already been charged under the charges referred to above and all licences held by the Chargor on or after the Debenture Date to enter upon, use or exploit Land and the benefit of all options, easements, agreements for lease and other agreements relating to the acquisition, use, exploitation or disposal of Land to which the Chargor is or may in the future become entitled;
  - (e) by way of fixed charge, all plant and machinery of the Chargor attached to any Land on or after the Debenture Date which, or an interest in which, is charged under the charges referred to above and all rights and interests of the Chargor under all agreements for the purchase, maintenance or use of plant and machinery so attached;
  - (f) by way of first fixed charge, all rental and other income and all debts and claims due or owing to the Chargor on or after the Debenture Date under or in connection with any lease, agreement or licence relating to Land;
  - (g) by way of first fixed charge, all Securities belonging to the Chargor;
  - (h) by way of first fixed charge, all contracts and policies of insurance and assurance held by or otherwise benefiting the Chargor on or after the Debenture Date and all rights and interests of the Chargor in every such contract and policy (including the benefit of all claims arising and all money payable under such contracts and policies);
  - (i) by way of first fixed charge, all the goodwill and uncalled capital for the time being of the Chargor;
  - (j) by way of first fixed charge, all book and other debts owing to the Chargor on or after the Debenture Date and all rights and claims of the Chargor against third parties,

capable of being satisfied by the payment of money (except rights and claims effectively charged under the charges referred to above);

- (k) by way of first fixed charge, the benefit of all negotiable instruments, guarantees, bonds, debentures, legal or equitable charges and all other security, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all other rights and remedies available to the Chargor as security for any Receivable or for the performance by any third party of any obligation owed to the Chargor on or after the Debenture Date;
  - (l) by way of first fixed charge, all money at any time standing to the credit of any Collection Account relating to the Chargor, including the proceeds of all its Receivables, which proceeds shall, for the avoidance of doubt, on payment into the Collection Account cease to be subject to the charges referred to above but shall be subject to the fixed charge referred to in this paragraph (l);
  - (m) by way of first fixed charge, all money at any time standing to the credit of any Realisation Account and the LNG Security Account;
  - (n) by way of first fixed charge, all money at any time standing to the credit of any other bank account relating to the Chargor;
  - (o) by way of floating charge (i) all Assets owned by the Chargor on or after the Debenture Date except to the extent that such Assets are effectively charged by the fixed charges referred to above including any Assets comprised within a charge which is reconverted under clause 3.5 of the Debenture, and (ii) without exception all Assets insofar as they are situated in Scotland.
2. By Clause 3.2 of the Debenture the Chargor with full title guarantee assigned (insofar as they are capable of being assigned by way of security) in favour of the Security Agent but subject to the right of the Chargor to redeem such assignment upon the full payment or discharge of all Secured Sums:
- (a) all claims of the Chargor against all persons who are now or in the future the lessees, sub-lessees or licensees of its Land and all guarantors and sureties for the obligations of such persons;
  - (b) the benefit of all guarantees, warranties and representations given or made to the Chargor by, and any rights or remedies against, all or any of the manufacturers, suppliers or installers of any fixtures now or in the future attached to such Land;
  - (c) the benefit of all rights and claims to which the Chargor is now or in the future entitled under any agreements for lease, agreements for sale, contracts, options or undertakings relating to any estate, right or interest in or over such Land;
  - (d) all rights and claims to which the Chargor is now or in the future entitled against any builder, contractor or professional adviser engaged in relation to such Land or property development or works, including, without limitation, under any collateral warranty or similar agreement; and
  - (e) the benefit of all rights and claims to which the Chargor is now or in the future entitled under or in respect of any joint venture, partnership or similar arrangement or agreement.

## PART IV

### Covenants and Restrictions

1. By clause 3.1(o) of the Debenture the Chargor agreed that it would not create any mortgage or any fixed or floating charge or other security over any Floating Charge Asset (other than a Permitted Encumbrance, as defined in the Facilities Agreement) (whether having priority over, or ranking pari passu with or subject to, the floating charge created by clause 3.1(o) of the Debenture) or take any other step referred to in clause 6.1(a) (*Negative Pledge and other Restrictions*) of the Debenture with respect to any Floating Charge Asset and that it shall not, without the prior written consent of the Security Agent, sell, transfer, part with or dispose of any Floating Charge Asset except by way of sale or other disposition in the ordinary course of its business.
2. By clause 3.3 of the Debenture the Chargor agreed that the floating charge created by it under clause 3.1(o) of the Debenture may be crystallised into a fixed charge by notice of a Default in writing by the Security Agent to the Chargor. Such crystallisation shall take effect over such Floating Charge Assets or class or classes of Floating Charge Assets as shall be specified in the notice. If no Floating Charge Assets are so specified, it shall take effect over all Floating Charge Assets of the Chargor.
3. By clause 3.4 of the Debenture the Chargor agreed that if, without the Security Agent's prior written consent, it takes any step to charge (whether by way of fixed or floating charge) or otherwise encumbers any of its Floating Charge Assets or creates a trust over any such Floating Charge Asset or disposes of any such Floating Charge Asset except by way of sale or other disposition in the ordinary course of the Chargor's business or as a Permitted Encumbrance, or if any person seeks to take any step to levy any distress, execution, sequestration or other process against any Floating Charge Asset, then the floating charge created by clause 3.1(o) of the Debenture shall be automatically crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset instantly on the occurrence of such event.
4. By clause 3.5 of the Debenture the Chargor agreed that except as otherwise stated in any notice given under clause 3.3 of the Debenture or unless such notice relates to all of its Floating Charge Assets, Floating Charge Assets acquired by the Chargor after crystallisation has occurred under clauses 3.3 or 3.4 of the Debenture shall continue subject to the floating charge created by clause 3.1(o) of the Debenture so that the crystallisation shall be effective only as to its Floating Charge Assets in existence at the date of crystallisation.
5. By clause 3.6 of the Debenture the Chargor agreed that any floating charge created by the Chargor which has crystallised under clauses 3.3 or 3.4 of the Debenture may, by notice in writing given at any time by the Security Agent to the Chargor, be reconverted into a floating charge in relation to the Assets or class or classes of Assets specified in such notice. Reconversion will occur upon the relevant Default (as defined in the Facilities Agreement) or event leading to crystallisation being remedied by the Chargor or waived by the Security Agent.
6. By clause 3.7 of the Debenture the Chargor agreed that any mortgage, fixed charge or other fixed security whenever and however created by the Chargor and subsisting in favour of the Security Agent shall (save as the Security Agent may otherwise declare at or after the time of its creation) have priority over the floating charge created by clause 3.1(o) of the Debenture.
7. By clause 3.8 of the Debenture the Chargor agreed that any debentures, mortgages or charges (fixed or floating) created after the Debenture Date by the Chargor (except those in favour of the Security Agent) shall be expressed to be subject to the Debenture and shall rank in order of priority behind the charges created by the Debenture.

8. By clause 4.2 of the Debenture the Chargor agreed that unless a Default has occurred which is Continuing (as defined in the Facilities Agreement) and until the Debenture becomes enforceable:
- (a) all voting and other rights attaching to Securities shall continue to be exercised by the Chargor for so long as it remains their registered owner and the Chargor shall not permit any person other than any other Charging Company, the Security Agent or the Security Agent's nominee to be registered as holder of any securities or any part thereof without the Security Agent's prior written consent; and
  - (b) if Securities are registered in the name of the Security Agent's nominee, all voting and other rights attaching to them shall be exercised by the nominee in accordance with instructions in writing from time to time received from the Chargor and in the absence of any such instructions the nominee shall refrain from exercising any such rights.
9. By clause 5.1 of the Debenture the Chargor agreed that it shall collect and realise all Receivables and shall pay into such account of the Chargor with the Security Agent or such other account as the Security Agent may direct (a "**Collection Account**") all money which it may receive in respect of them immediately on receipt. The Chargor agreed that, pending such payment, it shall hold all money so received upon trust for the Security Agent and shall not, without the prior written consent of the Security Agent, charge (other than by way of Permitted Encumbrances), factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any other person or purport to do so. The Collection Account shall be operated by the bank with which it is maintained as trustee for the Security Agent.
10. By clause 5.3 of the Debenture the Chargor agreed that if the Security Agent releases, waives or postpones its rights in respect of any Receivables for the purpose of enabling the Chargor to factor or discount them to a third party, the charges created by the Debenture shall in all other respects remain in full force and effect. In particular all amounts becoming due to the Chargor from the third party and any Receivables re-assigned, or due to be re-assigned, by the third party to the Chargor shall be subject to the relevant fixed charge created by clause 3.1 (*Charging Clause*) of the Debenture, subject only to any defences or rights of set off which the third party may have against the Chargor.
11. By clause 6.1 of the Debenture the Chargor agreed that it shall not without the prior written consent of the Security Agent (and with the exception of Permitted Encumbrances):
- (a) create, or agree or attempt to create, or permit to subsist, any Encumbrance over any of its Assets;
  - (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Land or Intellectual Property Rights, or purport to do any such act, or part with possession or ownership of them, or allow any third party access or the right to use a copy of any such Intellectual Property Right.
12. By clause 9.2 of the Debenture the Chargor agreed that it shall not, without the prior written consent of the Security Agent which shall not be unreasonably withheld or delayed, seek to compromise, compound, discharge, postpone, release, set-off, settle or subordinate any of its Receivables or waive its rights of action in connection with them or omit to do anything which may delay or prejudice their full recovery.
13. By clause 11.2 of the Debenture the Chargor agreed that it shall not, without the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed), at any time enter into onerous or restrictive obligations affecting any such Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which might reasonably be expected to adversely affect its value or the value of the security over it.



14. By clause 12.1 of the Debenture the Chargor agreed it shall not, without the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed), exercise any power of leasing, or accepting surrenders of leases of, any Land, nor (save where obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet nor make any election to waive exemption under paragraph 2 Schedule 10 Value Added Tax Act 1994 in its capacity as landlord of any such Land.
15. By clause 12.2 of the Debenture the Chargor agreed that it shall not part with possession (except on the determination of any lease, tenancy or licence granted to the Chargor) of any Land or share the occupation of it with any other person, or agree to do so, apart from in connection with a Permitted Property Disposal (as defined in the Facilities Agreement) without the prior written consent of the Security Agent, such consent not to be unreasonably withheld or delayed.

## **PART V**

### **The Charging Companies**

<b>Company Name</b>	<b>Company Number</b>
Southern Cross Healthcare Limited	3078718
Southern Cross Healthcare Facilities Limited	3225331
Southern Cross Healthcare Properties Limited	3175442
Southern Cross Management Limited	3690345
Southern Cross Finance plc	4086082
Trinity Care PLC	2410817
Christian Projects Limited	2197707
Woodleigh Christian Nursing Home Limited	2129731
Trinity Care Management Limited	3253312
Trinity Care (Hove) Limited	3309676
Trinity Care (Whitchurch) Limited	3552710
Doncaster Care Developments Limited	2456170
Care (Wookey Hole) Limited	2390044
Trinity Care (Southampton) Limited	3865642

Company Name	Company Number
Churchfield Park (Nottingham) Limited	2302277
Stoneyford Park Limited	2359718
Trinity Care (Brookfield) Limited	3680435

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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. 02456170

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECOND GUARANTEE AND DEBENTURE DATED THE 25th FEBRUARY 2002 AND CREATED BY DONCASTER CARE DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE BY THE CHARGOR AND BY EACH OTHER CHARGING COMPANY TO BARCLAYS BANK PLC (AS SECURITY AGENT FOR THE BENEFICIARIES) (AS DEFINED) 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 11th MARCH 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th MARCH 2002.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

2051  
AB