

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

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

~~2213016~~ 2582268

Name of company

* Ferguson Care Limited (the "Chargor")

Date of creation of the charge

16th September 1996

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

Guarantee and Debenture (the "Debenture")

Amount secured by the mortgage or charge

All actual, contingent, present and/or future obligations and liabilities of the Chargor to any of the Secured Parties (as defined in the Debenture) under or pursuant to any of the Financing Documents (as defined in a credit agreement (the "Credit Agreement") dated 2nd March 1995 made between the Chargor, certain banks and National Westminster Bank Plc as facility agent and security trustee (including, for the avoidance of doubt, the Debenture) and all moneys which are at the date of the Debenture or at any time thereafter become due or owing by Craegmoor Healthcare Company Limited (registered no. 2825572) to any or all of the Secured Parties pursuant to any of the Financing Documents including interest from the date of demand until actual payment at the rate of 2 per cent. above the Security Trustee's Rate (as defined in the Debenture and all costs and expenses incurred by the Security Trustee in relation to the Debenture and the protection or enforcement of the Security Trustee's rights thereunder.

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

National Westminster Bank Plc, Kings Cross House, 200 Pentonville Road, London (the "Security Trustee") in its capacity as security trustee for the Secured Parties			Postcode	N1 9HL
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Presentor's name address and
reference (if any);

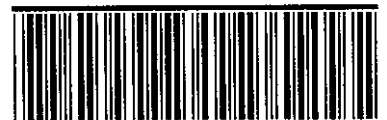
Wilde Sapte
1 Fleet Place
London
EC4M 7WS

Ref: SLH/444170/BF192446

Time critical reference

For official use
Mortgage Section

Post room



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COMPANIES HOUSE 20/09/96

Short particulars of all the property mortgaged or charged

(a) By way of legal mortgage all estates or interests in the freehold, leasehold and other immoveable 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");

(b) by way of fixed charge all estates or interests in any freehold, leasehold and other immoveable property at the date of the Debenture or at any time during the continuance of the security created by the Debenture 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;

(c) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Chargor both present and future;

(d) by way of fixed charge all book debts and other debts at the date of the 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 Debenture) all moneys which the Chargor receives in respect thereof;

(Continued on Continuation Sheet 1)

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

3 pages
6'
95

Particulars as to commission allowance or discount (note 3)

NIL

Signed Wilde Sapte

Date 18/9/96

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 situated 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.

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Particulars of a mortgage or charge (continued)

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

CHA 116

Please complete
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in black type, or
bold block lettering

Company Number

2213016

Name of Company

Ferguson Care Limited (the "Chargor")

Limited*

* delete if
inappropriate

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

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

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bold block lettering**

(e) by way of fixed charge (but subject to the provisions of Clause 7.2 of the 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");

(f) by way of fixed charge all stocks, shares, debentures, bonds, notes, loan capital of:

- (i) any subsidiary; 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 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;

(g) by way of fixed charge the goodwill of the Chargor and its uncalled capital at the date of the Debenture or at any time thereafter in existence;

(h) 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 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

(i) 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 pursuant to (a) to (h) (hereinafter collectively referred to as the "Floating Charge Property")

(together the "Charged Property").

The Chargor covenanted in the Debenture that:

(1) it shall not nor shall it agree or purport to without the prior written consent of the Security Trustee:

(a) create or permit to subsist any Encumbrance (as defined in the Debenture) whether in any such case ranking in priority to or pari passu with or after the security created by the Debenture save to the extent permitted or required under the Credit Agreement; or

(b) 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 as permitted under the Credit Agreement or Floating Charge Property in the ordinary course of trading by the Chargor and on arm's length terms; and

(2) it shall not without the prior consent in writing of the Security Trustee:

(a) sell, factor, discount or otherwise charge or assign the same in favour of any other person or purport to do so and the Chargor shall if called upon to do so by the Security Trustee from time to time execute legal assignments of the Debts to the Security Trustee or any other Secured Party in forms approved by the Security Trustee; or

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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

2213016

Name of Company

Ferguson Care Limited (the "Chargor")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 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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(b) sell or otherwise charge or assign any Credit Balance in favour of any person or purport to do so; or

(c) vary, surrender, cancel, assign or otherwise dispose of or permit to be forfeited any leasehold interest forming part of the Charged Property or agree any rent review; or

(d) enter into any onerous or restrictive obligations affecting its freehold or leasehold property or (save as is necessary to comply with Clause 10.1(a) of the Debenture) make any material structural alteration thereto or do or suffer to be done on any such property anything which is a "development" as defined in section 55 of the Town and Country Planning Act 1990 nor do or suffer or omit to be done any act, matter or thing whereby any provision of any Act of Parliament order or regulation from time to time in force affecting any such property is infringed; or

(e) 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

(f) 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.

SCHEDULE

Property

Title Number

Oaklands Nursing Home, Old Roar Road, Hastings	HT19274 /
The Wheelhouse Nursing Home, Old Roar Road, Hastings	HT20667 /
La Chenierie, 57 Church Road, St Leonards on Sea	ESX137004 /
Mayfield Children's Home, East Street, Mayfield	ESX46995 /
Fleur de Lys, 117 St Helen's Park Road, Hastings	ESX172598 /
59 Elphinstone Road, Hastings	HT3729 /
Pinehurst, East Street, Mayfield	ESX141301 /
1 Sunrays, East Street, Mayfield	ESX149438 /
The Outlook Centre, Shepherd Street, St Leonards on Sea	HT12744 /

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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. 02582268

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE DATED THE 16th SEPTEMBER 1996 AND CREATED BY FERGUSON CARE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC UNDER OR PURSUANT TO ANY OF THE FINANCING DOCUMENTS (AS DEFINED IN A CREDIT AGREEMENT DATED 2ND MARCH 1995) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th SEPTEMBER 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th SEPTEMBER 1996 .

W. Grandon
W. GRANDON

for the Registrar of Companies

LC
25-9-96 *Sh*



COMPANIES HOUSE

HC026B