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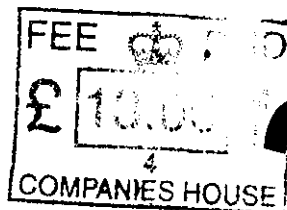
Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\*Insert full name  
of company

COMPANIES FORM NO. 395

## Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of  
each register entry for a mortgage or charge.



# 395

61360/39

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

12

Company number

2727907

Name of company

\* Manor House Nursing Home (Stamford Bridge) Limited (the **New Chargor**)

Date of creation of the charge

1 March 2006

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

Security Accession Deed dated 1 March 2006 (the **Security Accession Deed**) between the New Chargor, Barchester Healthcare Limited for itself and as agent for and on behalf of each of the existing Chargors and The Royal Bank of Scotland plc as agent and trustee for the Beneficiaries (the **Security Trustee**) supplemental to the Debenture (as defined herein).

Amount secured by the mortgage or charge

The actual, contingent, present and/or future obligations and liabilities of the Chargors under or pursuant to the Guarantee Documents (as defined herein), including the Debenture except for any liabilities which, if secured by the Debenture, would result in a contravention by any Chargor of section 151 of the Companies Act 1985 (the **Secured Obligations**).

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

The Royal Bank of Scotland plc (as Security Trustee)  
35 Bishopsgate, London

Postcode

EC2M 3UR

Please return  
via

CH London Counter

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

Denton Wilde Sapte  
1 Fleet Place  
London  
EC4M 7WS

LVP/SAZB/70102.00056

Time critical reference

For official Use

Mortgage Section

Post room



# **1. Nature of Security**

The New Chargor, with full title guarantee, as continuing security for the payment of the Secured Obligations, thereby charged in favour of the Security Trustee (as security trustee and agent for the Beneficiaries):

(a) by way of legal mortgage all estates or interests in the Legally Mortgaged Property (as described on the Schedule (*The Legally Mortgaged Property*) of this Form 395);

(b) by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property at the date of the Security Accession Deed or at any time during the continuance of the security belonging to the New 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 New Chargor;

(c) by way of fixed charge all its title, rights and interests in all plant, machinery, vehicles, computers and office and other equipment legally and beneficially owned by the New Chargor both present and future;

(d) by way of fixed charge all book debts and other debts at the date of the Security Accession Deed and from time to time due or owing to the New Chargor (the **Debts**) and all moneys which the New Chargor receives in respect thereof together with all rights relating thereto including any security and remedies therefor;

(Continued in the Continuation Sheet (document number 7368254)).

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

Particulars as to commission allowance or discount (note 3)

nil

Signed Denton Wilde Sytse

Date 7 March 2006

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)

## **Notes**

†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.
- 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, DX: 33050 Cardiff

**COMPANIES FORM No. 395 (Cont.)**

Continuation Sheet No 1

Company Number

2727907

Name of company

Manor House Nursing Home (Stamford Bridge) Limited (the **New Chargor**)

Short particulars of all the property mortgaged or charged (continued)

(e) by way of fixed charge all balances standing to the credit of any current, deposit or other account of the New Chargor (the **Bank Accounts**) with the Security Trustee or any other Beneficiary 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 and 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 Security Accession Deed or thereafter belong to the New 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 New Chargor and its uncalled capital at the date of the Security Accession Deed 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 Security Accession Deed or at any time thereafter belonging to the New Chargor and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions;

(i) by way of assignment by way of security all of the New Chargor's rights, title and interest at the date of the Security Accession Deed or in the future in (save where the New Chargor is prevented from assigning the same under the terms of any agreement and where the New Chargor has used all reasonable endeavours to procure that consent to assignment is provided):

(i) the rights under the appointment of any managing agent of the Legally Mortgaged Property;

(ii) the benefit of all covenants, agreements, Tenancy Agreements, undertakings, security or obligations entered into or to be entered into by the New Chargor and of all other guarantees, indemnities, licences, deeds, rent deposit agreements, or other deeds or documents supplemental or collateral in respect of any of the aforesaid;

(iii) the benefit of all rights and claims to which the New Chargor is at the date of the Security Accession Deed or may thereafter become entitled in relation to the Legally Mortgaged Property (including those against all persons who at the date of the Security Accession Deed or may at any time be in occupation of the Legally Mortgaged Property under any Tenancy Agreement or licence or otherwise and all guarantors and sureties for the obligations of such persons);

(iv) the benefit of all guarantees, warranties and representations given or made at the date of the Security Accession Deed or thereafter by and any rights or remedies against all or any of the designers, builders, contractors, professional advisers, sub-contractors, manufacturers, suppliers and installers of any fixtures in relation to the Legally Mortgaged

Company Number

2727907

Name of company

Manor House Nursing Home (Stamford Bridge) Limited (the **New Chargor**)

Short particulars of all the property mortgaged or charged (continued)

Property;

(v) the New Chargor's interest in every insurance policy and all benefits in respect of them effected in respect of the Charged Property;

(vi) the benefit of all other agreements, contracts, deeds, undertakings, guarantees, warranties or other documents entered into by or given to the New Chargor at any time at the date of the Security Accession Deed or after the date of the Debenture in respect of the Charged Property and all documents in existence at any time at the date of the Security Accession Deed or after the date of the Debenture necessary to enable the Security Trustee to perfect the same and all the proceeds of any payment of any claims, awards or judgments paid or payable to the New Chargor under or in respect of the Charged Property (including but without limitation all liquidated and ascertained damages payable to the New Chargor under the Charged Property) and all the rights or remedies of the New Chargor at the date of the Security Accession Deed or thereafter in existence arising under the Charged Property;

(vii) all Hedging Agreements including without limitation and all proceeds paid or payable thereunder;

(viii) the benefit of all Acquisition Agreements and Project Documents entered into by the New Chargor at any time at the date of the Security Accession Deed or after the date of the Debenture; and

(ix) all payments, repayments and refunds of VAT due or owing by HM Customs and Excise to the New Chargor;

(j) by way of floating charge the whole of the New 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, assigned or charged to the Security Trustee by way of fixed charge by paragraph 1 of this Form 395 (thereinafter collectively referred to as the **Floating Charge Property**).

**2. Negative pledge**

By signing the Security Accession Deed, the New Chargor agreed to comply with the terms of the Debenture. Consequently, the New Chargor covenanted with the Security Trustee not to create or permit to subsist any Security over any of its assets other than:

(a) any lien arising by operation of law and in the ordinary course of trading;

(b) any Security entered into pursuant to any Guarantee Document;

(c) any lien in respect of a Finance Lease where the aggregate value of such liens granted by the Chargors is less than £500,000;

(d) any set off or netting agreement (including any guarantee given in connection with that arrangement) entered into with the Agent and the Group in the ordinary course of banking business ;

**COMPANIES FORM No. 395 (Cont.)**

Continuation Sheet No 3

Company Number

2727907

Name of company

Manor House Nursing Home (Stamford Bridge) Limited (the **New Chargor**)

Short particulars of all the property mortgaged or charged (continued)

(e) any other Security notified to the Agent to which the Agent (acting on instructions of the Majority Lenders) has given its prior written consent in writing.

**Schedule – The Legally Mortgaged Property**

No	Name of Property	Address	HMLR Title Number	Tenure	Registered Proprietor
1	Manor House Nursing Home and close care units	Buttercrambe Road, Stamford Bridge YO41 1AJ	HS 96003 and NYK 252358	Freehold	Manor House Nursing Home (Stamford Bridge) Limited

Company Number

2727907

Name of company

Manor House Nursing Home (Stamford Bridge) Limited (the **New Chargor**)

## Definitions

**Definitions:****Acquisition Agreements** has the meaning given to it in the Credit Agreement.**Agent** has the meaning given to it in the Credit Agreement.**Beneficiary** means all and each Finance Party and the Overdraft Bank and **Beneficiaries** shall be construed accordingly.**Borrower** means Barchester Healthcare Limited a company incorporated under the laws of England and Wales with number 2792285 whose registered office is at Suite 201, The Chambers, Chelsea Harbour, London SW10 0XF.**Charged Property** means the property, assets and income of the New Chargor mortgaged, assigned or charged to the Security Trustee (whether by way of legal mortgage, assignment, fixed or floating charge) by or pursuant to the Security Accession Deed and each and every part thereof.**Chargors** means each of the companies listed in Schedule 2 (*The Chargors*) of the Debenture (and includes the New Chargor) and **Chargor** means any of them.**Credit Agreement** means a facility agreement dated 19 October 2004 made between inter alia the Borrower, certain banks and the Security Trustee.**Debenture** means a debenture dated 19 October 2004 between, among others, those Chargors named therein and the Security Trustee (as supplemented and amended from time to time).**Finance Lease** has the meaning given to it in the Credit Agreement.**Finance Party** has the meaning given to it in the Credit Agreement.**Group** has the meaning given to it in the Credit Agreement.**Guarantee Documents** has the meaning given to it in the Credit Agreement.**Hedging Agreements** has the meaning given to it in the Credit Agreement.**Majority Lenders** has the meaning given to it in the Credit Agreement.**Overdraft Bank** has the meaning given to it in the Credit Agreement.**Project Documents** has the meaning given to it in the Credit Agreement.**Security** has the meaning given to it in the Credit Agreement.**Subsidiary** has the meaning given to it in the Credit Agreement.**Tenancy Agreement** has the meaning given to it in the Debenture.

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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. 02727907

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY ACCESSION DEED DATED THE 1st MARCH 2006 AND CREATED BY MANOR HOUSE NURSING HOME (STAMFORD BRIDGE) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGORS 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 7th MARCH 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th MARCH 2006.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

PJL.