110903/247

COMPANIES FORM No 395

M

Particulars of a mortgage or charge

395

CHFP000

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

Please do not write in this margin
Please complete legibly, preferably in black type or bold block lettering

Pursuant to section 395 of the Companies Act 1985

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

For Official use | Company Number

	02798607

Name of Company

*insert full name of company

NHP Limited (the "**Company**")

Date of creation of the charge

17 October 2005

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

Debenture dated 17 October 2005 (the "**Debenture**") created by the Company in favour of Barclays Bank PLC as security agent and trustee for the Secured Parties (as defined below) (the "**Security Agent**").

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

Barclays Bank PLC as Security Agent

5, The North Colonnade, Canary Wharf, London

Postcode E14 4BB

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

Linklaters
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000

Please return to Courier

Ref: Chris Tart

For official Use
Mortgage Section | Post room

L5XNY905 461
LD2 20/10/2005
COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

(PLEASE SEE ATTACHED CONTINUATION SHEET)

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 [signature] Date 17 OCT 2005

On behalf of mortgagee/chargee

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† Delete as appropriate

Note

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, e.g. "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 including 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

Amount secured by the mortgage or charge

The **"Liabilities"**, which are defined in the Debenture as meaning 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 all or any of the Secured Parties under each or any of the Finance Documents, in each case together with:

(a) all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its rights under any Finance Document; and

(b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents.

Short particulars of all the property mortgaged or charged

1 Creation of Security

1.1 Assignments

1.1.1 Each Chargor, with full title guarantee, as security for the payment or discharge of all Liabilities, assigns to the Security Agent (as trustee for the Secured Parties):

(i) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies (subject to the prior claims, if any, of any third parties in respect of those Insurance Policies);

(ii) all its rights, title and interest from time to time in respect of the Hedging Documents;

(iii) all of its rights, title and interest from time to time in respect of the Accounts other than Excluded Assets; and

(iv) all of its rights, title and interest from time to time in respect of each Occupational Lease,

provided that on payment or discharge in full of the Liabilities the Security Agent will at the request and cost of that Chargor reassign the Insurance Policies and/or the Hedging Documents and/or the Accounts and/or the Occupational Leases to that Chargor (or as it shall direct).

1.1.2 Until the occurrence of an Enforcement Event, the relevant Chargor may continue to deal with counterparties to the Insurance Policies and/or the Hedging Documents and/or the Accounts and/or the Occupational Leases (subject in each case to the terms of the Finance Documents).

1.2 Fixed Security

Each Chargor, with full title guarantee, as security for the payment or discharge of all Liabilities, charges to the Security Agent:

1.2.1 by way of legal mortgage, all Land (excluding Excluded Land) in England and Wales now or in the future vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of the Debenture or a Deed of Accession and Charge, including the Land described in Schedule 2 (*Non-Securitised Property*) to the Debenture, set out in Note 2;

1.2.2 by way of fixed charge:

(i) all other Land (other than Excluded Land) which in the future becomes, its property;

(ii) all interests and rights in or relating to Land (excluding Excluded Land) or the proceeds of sale of Land (excluding Excluded Land) now or in the future belonging to it;

(iii) all plant and machinery now or in the future attached to any Land (other than Excluded Land) which, or an interest in which, is charged by it under the preceding provisions of this paragraph 1.2;

Short particulars of all the property mortgaged or charged

(iv) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land (excluding Excluded Land);

(v) all Specified Investments which are now, or in the future become, its property, other than Excluded Assets;

(vi) all Derivative Rights now or in the future accruing in respect of its Specified Investments;

(vii) to the extent not assigned pursuant to paragraph 1.1 above, all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them and payable to the relevant Obligor) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture and subject as mentioned in paragraph 1.1.1(i);

(viii) all its goodwill and uncalled capital for the time being;

(ix) all Intellectual Property now or in the future belonging to it legally or beneficially, including, subject to any necessary consent from a co-proprietor being given (which consent the relevant Obligor shall use all its reasonable endeavours to obtain), any Intellectual Property which it owns, or (to the extent of its interest) in which it now or in the future has an interest, together with others;

(x) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraph 1.2.2(ix) of this paragraph;

(xi) all Receivables now or in the future owing to it, other than Excluded Assets;

(xii) all Intercompany Debt now or in the future owing to it;

(xiii) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under paragraph 1.1 (*Assignments*);

(xiv) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the provisions of the Debenture;

(xv) to the extent not assigned pursuant to paragraph 1.1.1 above, each Account and all moneys at any time standing to the credit of any Account, other than Excluded Assets;

(xvi) to the extent not assigned pursuant to parapgraph 1.1.1 above, all its rights under each Occupational Lease; and

(xvii) other than in relation to its Intellectual Property, the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

Short particulars of all the property mortgaged or charged

2 Floating Charge

2.1 Creation of floating charge

Each Chargor, with full title guarantee, charges to the Security Agent as security for the payment or discharge of all Liabilities, by way of floating charge:

2.1.1 all its Assets (other than Excluded Land and Excluded Assets), except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of paragraph 1.1 (*Assignments*) or charged by any fixed charge contained in paragraph 1.2 (*Fixed security*), including any Assets comprised within a charge which is reconverted under paragraph 3.4 (*Reconversion*) of Note (1) below; and

2.1.2 without exception, all its Assets in so far as they are for the time being situated in Scotland or otherwise governed by Scots law,

but in each case so that such Chargor shall not create any Security (except Permitted Security) over any Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 8 (*Negative pledge and other restrictions*) of the Debenture, as set out in paragraph 4 of Note 1 below, with respect to any Floating Charge Asset, and such Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any Floating Charge Asset unless expressly permitted by the terms of any Finance Document.

Note (1): The Debenture provides that:

1 Priority

1.1 Any fixed Security created by a 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 paragraph 2.1 above (*Creation of floating charge*).

1.2 Any Security over the Assets created in the future by a Chargor (except 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.

2 Qualifying Floating Charge

The floating charges created by the Chargor under paragraph 2.1 above (*Creation of floating charge*) are "qualifying floating charges" for the purposes of Schedule B1 to the Insolvency Act 1986 and paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the Debenture.

3 Crystallisation

3.1 Crystallisation by notice

The floating charge created by each Chargor in paragraph 2.1 (*Creation of floating charge*) may be crystallised into a fixed charge by notice in writing given at any time by the Security Agent to the relevant Chargor (or to TBG CareCo Investments 2 Limited on its behalf) if:

Short particulars of all the property mortgaged or charged

3.1.1 an Event of Default has occurred and in respect of which the Agent has given notice under Clause 23.19 (*Acceleration*) of the Facilities Agreement;

3.1.2 an Event of Default under Clause 23.6 (*Insolvency*) or Clause 23.7 (*Insolvency Proceedings*) of the Facilities Agreement in relation to that Chargor has occurred and is continuing; or

3.1.3 the Security Agent in good faith considers that any of the Floating Charge Assets may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or

3.1.4 the Security Agent in good faith considers that such crystallisation is desirable in order to protect the priority of its Security.

Such crystallisation shall take effect over the Floating Charge Assets or class of Floating Charge Assets specified in the notice. If no Floating Charge Assets are specified, it shall take effect over all Floating Charge Assets of the relevant Chargor.

3.2 Automatic crystallisation

If, without the Security Agent's prior written consent:

3.2.1 any Chargor resolves to take or takes any step other than in the ordinary course of business or as expressly permitted by the Finance Documents to:

(i) charge or otherwise encumber (other than by way of Permitted Security) any of its Floating Charge Assets;

(ii) create a trust over any of its Floating Charge Assets except as permitted in the Facilities Agreement; or

(iii) dispose of any Floating Charge Asset except as permitted in the Facilities Agreement; or

3.2.2 any person resolves to take or takes any step to seize or sell any Floating Charge Asset pursuant to any form of legal process; or

3.2.3 a resolution is passed by the relevant Chargor or documents are filed at court by that Chargor for the winding up of that Chargor or any liquidator, receiver, administrator or other similar office is appointed in respect of that Chargor,

then the floating charge created by paragraph 2.1 above (*Creation of floating charge*) shall be automatically and instantly crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset or, in the case of paragraph 3.2.3 above into a fixed charge over all Floating Charge Assets of the relevant Chargor.

3.3 Future Floating Charge Assets

Except as otherwise stated in any notice given under paragraph 3.1 (*Crystallisation by notice*) or unless the crystallisation relates to all its Floating Charge Assets, prospective Floating Charge Assets acquired by any Chargor after crystallisation has occurred under paragraph 3.1 (*Crystallisation by notice*) or 3.2 (*Automatic crystallisation*) shall become subject to the floating charge created by paragraph 2.1 (*Creation of floating charge*), so that the crystallisation shall be effective only as to the specific Floating Charge Assets affected by the crystallisation.

3.4 Reconversion

Short particulars of all the property mortgaged or charged

Any charge which has crystallised under paragraph 3.1 (*Crystallisation by notice*) or 3.2 (*Automatic crystallisation*) may, by notice in writing given at any time by the Security Agent to the relevant Chargor (or to TBG CareCo Investments 2 Limited on its behalf), be reconverted into a floating charge in relation to the Assets or class of Assets specified in such notice.

4 Negative pledge and other restrictions

4.1 No Chargor shall:

4.1.1 do anything prohibited by Clause 22.13 (*Negative Pledge*) of the Facilities Agreement, except as permitted by that clause; or

4.1.2 do anything prohibited by Clause 22.14 (*Disposals*) of the Facilities Agreement, except as permitted by that clause.

Note (2): In this Form, except to the extent that the context requires otherwise:

"**Accession Letter**" means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) to the Facilities Agreement.

"**Account**" means any bank account maintained in accordance with Clause 6 (*Bank Accounts*) of the Facilities Agreement.

"**Additional Borrower**" means a company which becomes an Additional Borrower in accordance with Clause 25 (*Changes to the Obligors*) of the Facilities Agreement.

"**Additional Debt**" means, in relation to any Investor Debt or Intercompany Debt, any money, debt or liability due, owing or incurred under or in connection with:

(a) any refinancing, deferral or extension of that Investor Debt or Intercompany Debt;

(b) any further advance which may be made under any document, agreement or instrument supplemental to any relevant Finance Document together with any related interest, fees and costs;

(c) any claim for damages or restitution in the event of rescission of that Investor Debt or Intercompany Debt or otherwise in connection with any relevant Finance Document;

(d) any claim against any Obligor flowing from any recovery by an Obligor or any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer of a payment or discharge in respect of that Investor Debt or Intercompany Debt on the grounds of preference or otherwise; and

(e) any amount (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"**Agent**" means in relation to the Facilities Agreement, Barclays Bank PLC.

"**Applicable Accounting Principles**" means GAAP and practices and financial reference periods used in the Original Financial Statements.

Short particulars of all the property mortgaged or charged

"**Arranger**" means in relation to the Facilities Agreement, Barclays Capital and Citigroup Global Markets Limited as mandated lead arranger.

"**Assets**" means in relation to a Chargor, all its undertaking, property, assets, revenues and rights of every description, or any part of them excluding Excluded Land and Excluded Assets.

"**Borrower**" means each of TBG CareCo Limited, Gardendew Limited and Browbay Limited and each Additional Borrower.

"**CH1 Securitisation**" means the transactions in connection with the issue of notes by Care Homes No.1 Limited on 11 April 1997.

"**CH2 Securitisation**" means the transactions in connection with the issue of notes by Care Homes No.2 Limited on 8 February 1999.

"**CH3 Securitisation**" means the transactions in connection with the issue of notes by Care Homes No.3 Limited on 16 November 1999.

"**Chargor**" means the Company and each other company named in Schedule 1 to the Debenture (*The Chargors*) and (with effect from its accession) each other company which executes a Deed of Accession and Charge.

"**Declared Default**" means an Event of Default in respect of which the Agent has taken any of the action specified in Clause 23.22 (*Acceleration*) of the Facilities Agreement or has declared an Event of Default subsisting.

"**Deed of Accession and Charge**" means a deed of accession and charge substantially in the form of Schedule 4 (*Form of Deed of Accession and Charge for a New Chargor*) to the Debenture.

"**Default**" means an Event of Default or any event or circumstance specified in Clause 23 (*Events of Default*) of the Facilities Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

"**Derivative Rights**" means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investments.

"**Enforcement Event**" means a Declared Default.

"**Event of Default**" means any event or circumstance specified as such in Clause 23 (*Events of Default*) of the Facilities Agreement.

"**Excluded Assets**" means assets on or appertaining to any Excluded Land, and the Put Option Deed and any shares acquired pursuant to its terms.

"**Excluded Land**" means the freehold and leasehold land described in Schedule 3 (*Excluded Land*) to the Debenture, as set out in Note (4) below, any other estate in land where there is a current and binding restriction on the relevant Obligor charging such land and all buildings and structures upon and all things affixed to such land (including the Securitised Properties) and such restriction has not been removed, provided that the relevant Chargor has complied with its obligation to attempt to revoke such restriction under Clause 22.33 (*Securitised Properties*) of the Facilities Agreement.

"**Existing Debt**" has the meaning given to it in the Facilities Agreement.

"**Existing Securitisations**" means the CH1 Securitisation, the CH2 Securitisation and the CH3 Securitisation.

Short particulars of all the property mortgaged or charged

"**Facilities Agreement**" means the facility agreement dated 17 October 2005 (as amended from time to time) between, amongst others, the Company, the Original Borrowers and the Original Guarantors (each as defined therein), Citigroup Global Markets Limited and Barclays Capital (as Mandated Lead Arrangers), Citigroup Global Markets Limited and Barclays Capital (as Bookrunners), the Original Lenders (as defined therein), Barclays Bank PLC (as Agent) and Barclays Bank PLC (as Security Agent).

"**Facility**" means the Term Facility or the Revolving Facility.

"**Fee Letter**" means the letter or letters dated on or about the date of the Facilities Agreement between, as the case may be, the Arranger and TBG CareCo Investments 2 Limited, the Agent and TBG CareCo Investments 2 Limited and the Security Agent and TBG CareCo Investments 2 Limited, setting out any of the fees referred to in Clause 12 (*Fees*) of the Facilities Agreement.

"**Finance Document**" means the Facilities Agreement, each Accession Letter, each Fee Letter, any Hedging Document, the Intercreditor Agreement, each Security Document and any other document designated as such by the Agent and TBG CareCo Investments 2 Limited.

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Applicable Accounting Principles, be treated as a finance or capital lease;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;

(g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);

(h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;

(i) the amount of any liability in respect of any credit for goods and services raised in the ordinary course of trade outstanding for more than 90 days after its customary date of payment; and

(j) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (i) above.

"**Financial Quarter**" has the meaning given to it in the Facilities Agreement.

"**Financial Year**" means each period of four Financial Quarters ending on 30 September in each year.

"**Fixed Security Asset**" means an Asset for the time being comprised within an assignment created by Clause 3.1 (*Assignments*) of the Debenture (as set out in paragraph 1.1 above) or within a mortgage or fixed charge created by Clause 3.2 (*Fixed security*) of the Debenture (as set out in paragraph 1.2 above).

Short particulars of all the property mortgaged or charged

"**Floating Charge Asset**" means an Asset for the time being comprised within the floating charge created by Clause 3.3 (*Creation of Floating Charge*) of the Debenture (as set out in paragraph 2.1 above) but, if it is also a Fixed Security Asset, only in so far as concerns that floating charge.

"**Group**" means the Company and its Subsidiaries for the time being, excluding G R Patrick & Co. Ltd, together with each of Foldbridge Limited , Gardendew Limited, Hockdrive Limited and Browbay Limited and each of their respective Subsidiaries for the time being.

"**Guarantor**" means an Original Guarantor or an Additional Guarantor, each as defined in the Facilities Agreement.

"**Head Lease**" means a lease or right of occupation under which a member of the Group holds or derives its estate or interest in any freehold, leasehold (being a property where the lease has a term of 25 years or more at a ground rent less than the full market value), heritable or immovable property, any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property.

"**Hedging Bank**" means a Lender (or an Affiliate of a Lender) which has become a party to the Intercreditor Agreement as a Hedging Bank in accordance with the Intercreditor Agreement.

"**Hedging Documents**" means each of:

(i) each ISDA Master Agreement dated as of 29 November 2004 (as amended and restated on or about the date of the Facilities Agreement) and each confirmation thereunder entered into on such date (including, without limitation, the confirmation thereunder relating to a swap dated on or about 29 November 2004) between each Hedging Bank and TBG CareCo Limited; and

(ii) each ISDA Master Agreement dated as of 29 November 2004 (as amended and restated on or about the date of the Facilities Agreement) and each confirmation thereunder entered into on or after the date of the Facilities Agreement between each Hedging Bank and TBG CareCo Limited.

"**Holding Company**" has the meaning given to it in the Facilities Agreement.

"**Insurance Policy**" means any contract or policy of insurance of any Chargor (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest at any time.

"**Intellectual Property**" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, such rights.

"**Intercompany Debt**" means all present and future moneys, debts and liabilities due, owing or incurred by any Intercompany Borrower (as defined in the Intercreditor Agreement) to any Intercompany Lender (as defined in the Intercreditor Agreement) (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) together with any related Additional Debt.

"**Intercreditor Agreement**" means the intercreditor deed dated 17 October 2005 between, among others, the Agent and Security Agent, the Hedging Bank, TBG CareCo Investments 2 Limited, the Original Intercompany Lenders (as defined in that agreement) and the Original Intercompany Borrowers (as defined in that agreement) and the Obligors.

"**Intra-Group Loan Agreements**" means the inter-company loan agreements in the form as attached to the Shareholder Agreement between (i) the Company and TBG CareCo UK Limited and (ii) TBG CareCo

Short particulars of all the property mortgaged or charged

UK Limited and the Original Borrower, as assigned pursuant to an assignment of debt dated 30 September 2005 between TBG CareCo Investments 2 Limited, TBG CareCo Limited and TBG CareCo UK Limited;

"**Investments**" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Part III of the Financial Services and Markets Act 2000 (Regulated Activities Order 2001, SI 2001/544 (as amended)), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise.

"**Investor Debt**" means all present and future moneys, debts and liabilities due, owing or incurred by any Obligor to any Investor under or in connection with any Investor Document, including any dividends and any advisory, monitoring or management fee (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise), together with any related Additional Debt.

"**Investor Document**" has the meaning given to that term in the Facilities Agreement.

"**Investors**" means the Original Investor, the Company, TBG CareCo Investments 1 Limited, TBG CareCo Holdings Limited, TBG Careco Offshore Equity Co Limited, TBG Careco Offshore Topco Limited, TBG Careco Offshore Super Holdco Limited, Foldbridge Limited and Hockdrive Limited and any assignee or transferee of any interest in the Company, Gardendew Limited or Browbay Limited where such assignee or transferee has acceded as an Investor to the Intercreditor Agreement.

"**Land**" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (excluding trade and tenant's fixtures), except for Excluded Land.

"**Lender**" means a Term Facility Lender or a Revolving Facility Lender.

"**Non-Securitised Property**" has the meaning given to it in Note (3).

"**Northern Ireland Deed of Mortgage/Charge**" has the meaning given to it in the Facilities Agreement.

"**Obligor**" means a Borrower or a Guarantor.

"**Occupational Lease**" means any lease or licence or other right of occupation to which a Property (whether or not with a member of the Group) may be subject from time to time not including, for the avoidance of doubt, a Head Lease.

"**Original Borrower**" means TBG CareCo Limited, Gardendew Limited and Browbay Limited.

"**Original Financial Statements**" has the meaning given to it in the Facilities Agreement.

"**Original Investor**" means any Investor (as defined in the Shareholder Agreement).

"**Original Revolving Facility Lender**" means a Lender listed in Part II of Schedule 1 (*The Original Parties*) to the Facilities Agreement as having a Revolving Facility Commitment.

"**Original Term Facility Lender**" means a Lender listed in Part II of Schedule 1 (*The Original Parties*) to the Facilities Agreement as having a Term Facility Commitment.

"**Permitted Disposal**" has the meaning given to it in the Facilities Agreement.

"**Permitted Financial Indebtedness**" has the meaning given to it in the Facilities Agreement.

"**Permitted Hedging Transaction**" has the meaning given to it in the Facilities Agreement.

Short particulars of all the property mortgaged or charged

"**Permitted Security**" means:

(a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group;

(b) any retention of title arrangements and rights of set-off arising in the ordinary course of trading with suppliers of goods to any member of the Group and not as a result of any default or omission by any member of the Group;

(c) any Security or Quasi Security created pursuant to any Security Document;

(d) any netting or set-off arrangement entered into under a Permitted Hedging Transaction where the obligations of the parties are calculated by reference to net exposure under that Permitted Hedging Transaction;

(e) any Security or Quasi Security over or affecting any asset acquired by a member of the Group after the date of the Facilities Agreement, if:

(i) the Security or Quasi Security was not created in contemplation of the acquisition of that asset by a member of the Group;

(ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a member of the Group; and

(iii) the Security or Quasi Security is removed or discharged within four months of the date of *acquisition of such asset*;

(f) any Security or Quasi Security over or affecting any asset of any company which becomes a member of the Group after the date of the Facilities Agreement, where the Security or Quasi Security is created prior to the date on which that company becomes a member of the Group, if:

(i) the Security or Quasi Security was not created in contemplation of the acquisition of that company;

(ii) the principal amount secured has not increased in contemplation of or since the acquisition of that company; and

(iii) the Security or Quasi Security is removed or discharged within four months of that company becoming a member of the Group;

(g) any Security or Quasi Security arising in connection with the Existing Securitisations;

(h) any Security or Quasi Security over goods and documents of title to goods arising in the ordinary course of letter of credit transactions under Permitted Financial Indebtedness;

(i) any netting or set-off arrangement entered into by a member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group, provided that the arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the Group which are not Obligors and the arrangement does not give rise to other Security or Quasi Security over the assets of Obligors in support of liabilities of members of the Group which are not Obligors;

(j) any Quasi Security arising as a result of a sale, transfer or other disposal which is a Permitted Disposal; or

(k) the standard security over the Property at Kilmichael Road, Glenrothes, Fife in favour of Fife Council.

Short particulars of all the property mortgaged or charged

"**Property**" means a property of a member of the Group at any time (including each Securitised Property).

"**Put Option Deed**" means the put option deed dated 26 November 2004 between NHP plc, G R Patrick and A J Patrick.

"**Quasi Security**" means a transaction under which any member of the Group will:

(a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by any other member of the Group;

(b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;

(c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or

(d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

"**Receivables**" in relation to a Chargor, means all sums of money, and all right title and interest in and to such sums, receivable by it at any time consisting of or payable under or derived from any Asset (and, for the avoidance of doubt, includes Intercompany Debt).

"**Revolving Facility**" has the meaning given to it in the Facilities Agreement.

"**Revolving Facility Commitment**" has the meaning given to it in the Facilities Agreement.

"**Revolving Facility Lender**" means:

(a) any Original Revolving Facility Lender; and

(b) any bank, financial institution, trust, fund or other entity which has become a Revolving Facility Lender in accordance with Clause 24 (*Changes to the Lenders*) of the Facilities Agreement,

which in each case has not ceased to be a Revolving Facility Lender in accordance with the Facilities Agreement.

"**Secured Party**" means a Finance Party or a Hedging Bank.

"**Securitised Property**" means at any time any property subject to the Existing Securitisations at such time, comprising at the date of the Facilities Agreement the properties listed in Part II of Schedule 9 (*Properties*) to the Facilities Agreement.

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

"**Security Documents**" means:

(a) each Debenture (in this instance, as defined in the Facilities Agreement);

(b) each Standard Security;

(c) the Northern Ireland Deed of Mortgage/Charge; and

(d) any other document evidencing or creating any guarantee or security over any asset of any Obligor to secure any obligation of any Obligor to a Finance Party under the Finance Documents.

"**Shareholder Agreement**" has the meaning given to it in the Facilities Agreement.

"**Specified Investments**" means, in relation to a Chargor, all Investments which at any time:

Short particulars of all the property mortgaged or charged

(a) represent a holding in a Subsidiary of such Chargor or an undertaking which would be its subsidiary undertaking if in section 258(2)(a) of the Act "30 per cent. or more" were substituted for "a majority";

(b) are held in the name of the Security Agent or its nominee or to its order; or

(c) that Chargor has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee.

"**Standard Security**" has the meaning given to it in the Facilities Agreement.

"**Subsidiary**" means a subsidiary within the meaning of Section 736 of the Companies Act 1985 and, for the purpose of Clause 21 (*Financial covenants*) of the Facilities Agreement and in relation to financial statements of the Group, a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985.

"**Term Facility**" has the meaning given to it in the Facilities Agreement.

"**Term Facility Commitment**" has the meaning given to it in the Facilities Agreement.

"**Term Facility Lender**" means:

(a) any Original Term Facility Lender; and

(b) any bank, financial institution, trust, fund or other entity which has become a Term Facility Lender in accordance with Clause 24 (*Changes to the Lenders*) of the Facilities Agreement,

which in each case has not ceased to be a Term Facility Lender in accordance with the Facilities Agreement.

Note (3): the Property specified in Schedule 2 (*Non-Securitised Property*) to the Debenture is as follows:

CHARGOR – NHP LIMITED

Name of Care Home	Address	Lease Parties	Lease Date	Freehold Title No.
Alder Grove Manor Nursing Home	280A Penn Road Wolverhampton West Midlands WV2 4AD	1.DJ & KJ Gladman & JMS Shepherd 2. NHP Securities No.3 Limited	23.02.1999	WM663656
Aspen Court (Tower Hamlets) Nursing and Residential Home	17-21 Dod Street Limehouse London E14 7EP	1.Southern Cross Healthcare Facilities Limited 2. NHP Securities No.3 Limited	23.11.1998	LN3733
Bowood Court and Mews Nursing and Residential Home	Hewell Road Batchley Redditch B97 6AT	1.DJ Gladman, KJ Gladman & JMS Shepherd 2. NHP Securities	04.09.98	WR37387

Short particulars of all the property mortgaged or charged

Name of Care Home	Address	Lease Parties	Lease Date	Freehold Title No.
		No.3 Limited		
Daneside Court and Mews Nursing and Residential Home	Chester Way Northwich Cheshire CW9 5JA	1.DJ & KJ Gladman & JMS Shepherd 2. NHP Securities No.3 Limited	22.05.98	CH428013
Elmwood Nursing Home	32 Elmwood Road Croydon Surrey CR0 2SG	1.Vertical Enterprises Limited 2. NHP Securities No.3 Limited	20.02.98	SGL217825
Elvy Court Nursing Home	204 London Road Sittingbourne Kent ME10 1QA	1.Southern Cross Healthcare Properties Limited 2. NHP Securities No.3 Limited	05.06.98	K655103 K770671
Glenmoor House Nursing Home	25-27 Rockingham Road Corby NN17 1AD	1.Southern Cross Healthcare Properties Limited 2. NHP Securities No.3 Limited	18.07.97	NN128307
Hartcliffe Nursing Home	Murford Avenue Hartcliffe Bristol BS13 9JS	1. Cliffedge Developments Limited 2. NHP Securities No.3 Limited	14.08.00	BL66938
Hodge Hill Nursing Home	150 Coleshill Road Hodge Hill Birmingham B36 8AD	1.DJ & KJ Gladman & JMS Shepherd 2. NHP Securities No.3 Limited	13.11.98	WM387186
Lady Astor House Nursing Home	Burlington Road Slough Berkshire SL1 1BN	1.Southern Cross Healthcare (Kent) Limited 2. NHP Securities No.3 Limited	02.11.98	BK316396
Larchwood Nursing Home (fka Alcotes)	108 Broad Road Braintree Essex	1.Vertical Enterprises Limited	27.04.98	EX565586

Short particulars of all the property mortgaged or charged

Name of Care Home	Address	Lease Parties	Lease Date	Freehold Title No.
	CM7 9RZ	2. NHP Securities No.3 Limited		
Maple Court Residential Home (Known as maple Court II. Situated behind Maple Court I)	Maple Court Rowley Park Stafford	1.D J Gladman, K J Gladman, J M S Shepherd and R L Mitchell 2. NHP Securities No.3 Limited	06.10.99	SF356451
Merlin Court Nursing Home (fka Marlborough Court)	Hyde Lane Marlborough Wiltshire SN8 1JT	1.Southern Cross Healthcare (Kent) Limited 2. NHP Securities No.3 Limited	26.02.99	WT169599
Northview Lodge Nursing Home	Deneside North View Castletown Sunderland SR5 3AF	1.Sundale Development Limited 2. NHP Securities No.3 Limited	18.11.96	TY305259 TY175886
Orchard Mews	Bentinck Road Newcastle Upon Tyne NE4 6UX	1.Durham Careline (Tyne & Wear) Limited 2. NHP Securities No.3 Limited	20.01.98	TY305815
Quarry Hill Nursing and Residential Home	Newport Road Rumney Cardiff South Glamorgan CF3 9TW	1.Draughthire Limited 2. NHP Securities No.3 Limited	18.05.99	WA690863
Rowan Court Nursing and Residential Home	Silverdale Road Newcastle Under Lyme Staffordshire ST5 8PO	1.DJ and KJ Gladman and JMS Shepherd 2. NHP Securities No.3 Limited	06.05.99	SF396909
St Margaret's Nursing Home	Crossgate Durham DH1 4PS	1. Dolphin Property Company Limited 2. NHP Securities No.1 plc	17.08.1999	DU200428
Victoria Mews	487-493 Binley	1.Southern Cross	16.05.97	WM497464

Name of Company

NHP LIMITED

Company Number

02798607

Short particulars of all the property mortgaged or charged

Name of Care Home	Address	Lease Parties	Lease Date	Freehold Title No.
Residential Home	Road Binley Coventry CV3 2DP	Healthcare Properties Limited 2. NHP Securities No.3 Limited		
Washington Lodge Nursing Home	The Avenue Washington Village Washington Tyne & Wear NE38 7LE	1.Crodon 1 Limited 2. NHP Securities No.3 Limited	18.11.96	TY323283 TY74911

Note (4): The Excluded Land specified in Schedule 3 (*Excluded Land*) to the Debenture is as follows:

NONE

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02798607

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 17th OCTOBER 2005 AND CREATED BY NHP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ALL OR ANY OF THE SECURED PARTIES 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 20th OCTOBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th OCTOBER 2005.

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Companies House
for the record

HC026B