



Particulars of a mortgage or charge

395

Please do not
write in
this margin

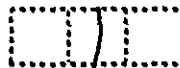
Pursuant to section 395 of the Companies Act 1985
(Address overleaf - Note 5)

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

To the Registrar of Companies

For official use

Company number



2953416

Name of company

* SPECIALITY CARE (WEALD HALL) LIMITED

Date of creation of the charge

15 AUGUST 1994

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

Debenture between Speciality Care (Weald Hall) Limited (the
"Company") (1) and Western Trust & Savings Limited (the
"Bank") (2)

Amount secured by mortgage or charge

All monies obligations and liabilities now or hereafter due,
owing or incurred to the Bank by the Company when the same
become due for payment or discharge, whether by
acceleration or otherwise, and whether such moneys
obligations or liabilities are express or implied, present
future or contingent, joint and several, incurred as
principal or surety, originally owing to the Bank or
purchased or otherwise acquired by it, denominated in
sterling or in any other currency, or incurred on any
banking account or in any manner whatsoever (together the
"Secured Obligations").

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

Western Trust & Savings Limited

The Moneycentre

Plymouth

Postcode

PL1 1SE

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

Bond Pearce
1 The Crescent
Plymouth PL1 3AE

CJK/18475/56

Time critical reference

For official Use
Mortgage Section

REGISTERED

31 AUG 1994

Post room



A23 *A1JOY48T* 569
COMPANIES HOUSE 31/08/94

COMPANIES HOUSE (U155) 080108

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

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

- (a) (i) All freehold and leasehold property of the Company (including without limitation the property specified in Part A of the schedule to the Debenture) and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land and all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property or land together with all rights, easements and privileges appurtenant to, or benefitting, the same;
- (ii) all plant, machinery, vehicles, computers and office and other equipment and the benefit of all contracts and warranties relating to the same;
- (iii) all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Bond Pearce

Date 30 August 1994

On behalf of ~~[company]~~ [mortgagee/chargee]

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 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.
- 5 The address of the Registrar of companies is:- Companies House, PO BOX 716, Crown Way, Maindy, Cardiff CF4 3YA

Please do not
write in this
binding margin.

Particulars of a mortgage or charge (continued)

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

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

Company number

2953416

Name of company

SPECIALITY CARE (WEALD HALL)

Limited*

*delete if
inappropriate

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

Please do not
write in this
binding margin

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

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

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

at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof;

- (iv) all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to the Company or purchased or otherwise acquired by it including, without limitation, any amount from time to time standing to the credit of any bank or other account with the Bank or with any other person and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any mortgage, charge, (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest of any kind (an "Encumbrance"), negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person including any document or instrument creating or evidencing an Encumbrance, and any other rights relating thereto including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights (together the "Debts");
- (v) all moneys from time to time payable to the Company under or pursuant to all present and future contracts or policies of insurance (including life policies) in which the Company from time to time has an interest including without limitation the refund of any premiums;
- (vi) all goodwill and uncalled capital;
- (vii) all patents, patent applications, trade marks and service marks (whether registered or not), trade mark applications, service mark applications, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property;
- (viii) the undertaking and all the property, assets and rights of the Company whatsoever and wheresoever both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clause 3.1 of the Debenture or otherwise pursuant to the Debenture.

The undertaking, goodwill, property, assets and rights described in paragraphs (a)(i) to (a)(viii) inclusive are together referred to as the "Charged Assets".

- (b) The Charges created by the Debenture are a continuing security and as regards the property described in paragraphs (a)(i) to (a)(vii) above inclusive are first fixed charges (and as regards all those parts of the freehold and leasehold property in England and Wales now vested in the Company constitute a charge by way of first legal mortgage thereon) and as regards the property described in paragraph (a)(viii) above is a first floating charge (subject to clause 3.5 of the Debenture).

Please do not
write in this
binding margin.

Particulars of a mortgage or charge (continued)

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

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

Company number

2953416

*delete if
inappropriate

Name of company

SPECIALITY CARE (WEALD HALL)

Limited*

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

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
binding margin

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

Please do not
write in this
binding margin

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

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

- (c) The Bank is entitled at any time by giving notice in writing to that effect to the Company to convert the floating charge over all or any part of the assets of the Company from time to time expressed to be charged by the Debenture by way of floating charge (the "Floating Charge Assets") into a fixed charge as regards the assets specified in such notice.
- (d) Clause 3.5 of the Debenture provides that if the Company creates or attempts to create any Encumbrance over all or any of the Floating Charge Assets without the prior consent in writing of the Bank or if any person levies or attempts to levy any distress, execution, sequestration or other process or does or attempts to do any diligence in execution against any of the Floating Charge Assets, the floating charge created by clause 3.2 of the Debenture over the property or asset concerned shall thereupon automatically without notice be converted into a fixed charge.
- (e) Clause 3.3 of the Debenture contains a covenant by the Company that it will not without the prior consent in writing of the Bank (a) dispose of, or create or attempt to create or permit to subsist or arise any Encumbrance on or over, the Debts or any part thereof or release, set off or compound or deal with the same otherwise than in accordance with clause 5.1(a) of the Debenture (as to which see below); (b) create or attempt to create or permit to subsist in favour of any person other than the Bank any Encumbrance on or affecting the Charged Assets or any part thereof, except any Encumbrance arising by way of retention of title of goods by the supplier of such goods where such goods are supplied on credit and are acquired in the ordinary course of trading of the Company; or (c) dispose of the Charged Assets or any part thereof or attempt or agree so to do except in the case of (i) stock-in-trade, which may, subject to the other provisions of the Debenture, be sold at full market value in the usual course of trading as now conducted and for the purpose of carrying on the Company's business; and (ii) other Floating Charge Assets which may, subject to the other provisions of the Debenture, be disposed of in the ordinary course of business).
- (f) Clause 4 of the Debenture contains an agreement by the Company that the Bank may at any time without notice, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of its then existing accounts wheresoever situate (including accounts in the name of the Bank or of the Company jointly with others), whether such accounts are current, deposit, loan or of any other nature whatsoever, whether they are subject to notice or not and whether they are denominated in sterling or in any other currency, and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of the Secured Obligations which, to the extent not then payable, shall automatically become payable to the extent necessary to effect such set-off. For this purpose, the Company has authorised the Bank to purchase with the moneys standing to the credit of such accounts such other currencies as may be necessary to effect such applications.
- (g) Clause 3.4 of the Debenture contains an agreement by the Company that if there shall from time to time be any credit balance on any of its accounts with the Bank, the Bank shall have the absolute right to refuse to permit such credit balance to be utilised or withdrawn by the Company whether in whole or in part if at that time there are outstanding any of the Secured Obligations.
- (h) Clause 5.1(a)(i) of the Debenture contains an undertaking by the Company to collect in the ordinary course of its business in a proper and efficient manner and

Please do not
write in this
binding margin.

Particulars of a mortgage or charge (continued)

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

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

Company number

2953416

Name of company

SPECIALITY CARE (WEALD HALL)

Limited*

*delete if
inappropriate

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

Please do not
write in this
binding margin

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

Please do not
write in this
binding margin.

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

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

pay into its account with the Bank or such other account as the Bank may from time to time specify all moneys which it may receive in respect of the Debts forthwith on receipt and not, without the prior written consent of the Bank, seek to compromise, compound, vary, discharge, postpone or release any of the Debts or waive its right of action in connection therewith or do or omit to do anything which may delay or prejudice the full recovery thereof.

- (i) Clause 5.1(1) of the Debenture contains an undertaking by the Company not without the prior consent in writing of the Bank to vary, surrender, cancel or dispose of, or permit to be forfeit, any leasehold interest in any of the assets of the Company described in paragraph (a)(i) above or any credit sale, hire purchase, leasing, rental, licence or like agreement for any equipment used in its business. Clause 16.2 of the Debenture provides that during the continuance of the security constituted by the Debenture the statutory and any other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by the Company in relation to the Charged Assets or any part thereof.
- (j) Clause 6 of the Debenture contains an agreement by the Company at any time if and when required by the Bank to execute such further Encumbrances and assurances in favour of the Bank and do all such acts and things as the Bank shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the security intended to be created by the Debenture over the Charged Assets or any part thereof or to facilitate the realisation of the same.

M

Particulars of a mortgage or charge

395

Please do not
write in
this margin.

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use - Company number

11489C
[12]

2953416

Name of company

* SPECIALITY CARE (WEALD HALL) LIMITED

* insert full name
of company

Date of creation of the charge

15 August 1994

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

Legal Charge made between Speciality Care (Weald Hall) Limited
(the "Chargor") (1) and Western Trust & Savings Limited (the
"Bank") (2)

Amount secured by the mortgage or charge

All moneys obligations and liabilities whether actual or
contingent then or at any time thereafter due owing or
incurred to the Bank by the Chargor in whatever currency
denominated whether on any banking or other account or
otherwise in any manner whatsoever (whether alone or jointly
and in whatever style or form and whether as principal or
surety) including all liabilities in connection with
acceptances, discounting or under bonds, guarantees,
indemnities, documentary or other credits or any instruments
whatsoever from time to time entered into by the Bank

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

Western Trust & Savings Limited,

The Moneycentre,

Plymouth, Devon,

Postcode

PL1 1SE

21
PN3
Presentor's name address and
reference (if any):

Bond Pearce
1 The Crescent
Plymouth
Devon PL1 3AE

Ref : CJK

Time critical reference

For official Use
Mortgage Section

REGISTERED

31 AUG 1994

Post room



A23 *A1J0X49S* 568
COMPANIES HOUSE 31/08/94

Short particulars of all the property mortgaged or charged

The security created by the Legal Charge is a continuing security and comprises by way of First Legal Mortgage the freehold property known as Weald Hall, Weald Hall Lane, North Weald, Essex, registered at H M Land Registry under Title No. EX 405115.

The Charge also contains a Charge over all plant, fixtures (including tenant's and trade fixtures) and all machinery, fittings and equipment from time to time on the property thereby charged.

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

Bond Pearce

Date

23/8/1994

On behalf of [company]/[mortgagee/chargee]†

† 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 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

Please do not
write in this
binding margin.

Particulars of a mortgage or charge (continued)

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

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

Company number

2953416

Name of company

SPECIALITY CARE (WEALD HALL) LIMITED

Limited*

*delete if
inappropriate

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

Please do not
write in this
binding margin

for or at the request of the Chargor together with interest
commission fees and other charges and all legal and other
costs charges or expenses incurred by the Bank in relation
to the Chargor or the property secured by the Charge on a
full and unqualified indemnity basis.

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

The Charge contains (inter alia) restrictions on the power of the Chargor in relation to the property and assets charged (1) to grant, or accept surrenders of, Leases Licences or Tenancies (2) of altering the terms of or agreeing any rent review under any lease licence or tenancy granted to or by the Chargor (3) of creating prior pari passu or subsequent charges (4) of selling disposing or parting with possession of any part of the property.

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

Please do not
write in this
binding margin.

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

BOND PEARCE
SOLICITORS

1 The Crescent, Plymouth PL1 3AE
Telephone 0752 266633
Fax 0752 225350/673262
DX 8251 Plymouth

The Registrar of Companies
Companies House
Crown Way
CARDIFF CF4 3UZ

Our reference

CIK/IMW/18473/56

Your reference

24 August 1994

Dear Sir

SPECIALITY CARE (WEALD HALL) LIMITED
NUMBER 2953416

Please find enclosed a legal charge and debenture together with related forms 395 in respect of the above company.

Please acknowledge safe receipt of the enclosed documents by receipting and returning the enclosed copy of this letter.

We look forward to the return of the security documents together with certificates of registration in due course.

Yours faithfully

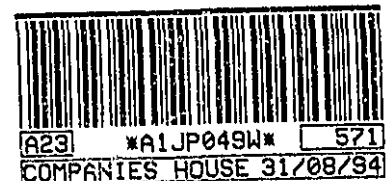
Bond Pearce

Enc

Jonathan Trifford
John Frew
Richard West
Robert Fowler
Keith Davies
Harish Andeyan
Brian Storky
Richard Callands
David Jones
Erik Salomonson
Nigel Theer
Jonathan David Allen
Nicki Duncan
Michael Williams
Roger Acock
Julian Trahair
Wendy Boyce
Robert Heckford
David Lunn
Michael Verity
William Lacey
Betina Rigg
Michael Ford
Jonathan Cooper
Ian Downing
Simon Richardson
Victor Bettmar
Iain Gable
Markus Strick
Mark Thompson
Ian Barock
Stephen Hankin
Julia Allsup
Julian Kinsey
Andrew Talley
Charmian Leatt
Consultant
Robin Mingley
Notary Public

also at
Darwin House
Southernhay Gardens
Exeter EX1 1LA

Regulated by the Law
Society in the conduct of
investment business



J:CIK\WEALD.WTS\AUGUST.94

Bond Pearce is a member of the NORTON ROSE M5 GROUP of independent legal practices
Offices of members of The Group
INTERNATIONAL Bahrain Brussels Hong Kong Moscow Paris Piraeus Singapore
UNITED KINGDOM Birmingham Bristol Cambridge Exeter Leeds London Manchester Norwich Plymouth

INDEPENDENT
THE
NORTON ROSE M5
GROUP
LEGAL PRACTICES

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02953416

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 15th AUGUST 1994 AND CREATED BY SPECIALITY CARE (WEALD HALL) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO WESTERN TRUST & SAVINGS LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 31st AUGUST 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd SEPTEMBER 1994.

M. Ikram Dar

M. IKRAM DAR.

for the Registrar of Companies

Post
2/9/94
ce1



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

HC026B

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02953416

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 15th AUGUST 1994 AND CREATED BY SPECIALITY CARE (WEALD HALL) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO WESTERN TRUST & SAVINGS LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 31st AUGUST 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd SEPTEMBER 1994.

M. Ikram Dar

M. IKRAM DAR.
for the Registrar of Companies



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

HC026B

ppsc
2/a/94
cel