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\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use, Company number

1218 0300420 300220

Name of company

\* RIDGMONT CARE HOMES LIMITED (the "Company")

Date of creation of the charge

12 March 2002

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

Guarantee and Debenture (the "Debenture") made between the Company and  
Graphite Capital Management Limited (the "Trustee").

Amount secured by the mortgage or charge

the Obligations and all monies, obligations and liabilities due, owing  
or incurred to the Trustee and the Noteholders (or any of them) at the  
date of the Debenture or at any time in the future from or by the  
Company when the same become due for payment or discharge, whether by  
acceleration or otherwise and whether such monies, obligations or  
liabilities are express or implied, present or future, actual or  
contingent, joint or several, incurred as principal or surety and  
whether unascertained, collateral or unmatured and whether originally  
owing to the Trustee and the Noteholders (or any of them) or purchased  
or otherwise acquired by it or whether denominated in Sterling or in any  
other currency, or incurred on any banking account or in any other  
manner whatsoever and all other amounts payable under the Debenture  
(together the "Secured Liabilities").

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

Graphite Capital Management Limited, whose registered office is at 4th  
Floor, Berkeley Square House, Berkeley Square, London

Postcode W1X 5PA

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

Olswang  
90 Long Acre  
London  
WC2E 9TT

NZK/10504-6 #1172273

Time critical reference

For official Use  
Mortgage Section

Now Part  
1st DATE



AUG  
COMPANIES HOUSE

U/YZ  
04/04/02

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COMPANIES HOUSE

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0695  
27/03/02

Short particulars of all the property mortgaged or charged

Under the terms of the Debenture the Company with full title guarantee as security for the payment of all Secured Liabilities charges in favour of the Trustee as agent for itself and the Noteholders:

1. by way of legal mortgage:

1.1. all the property specified in Schedule 1 together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants; and

1.2 all estates or interests in any other freehold or leasehold property wheresoever situate at the date of the Debenture or at any time in the future from time to time belonging to it and all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants other than such property effectively mortgaged under paragraph 1.1;

(continued on page 4 of continuation sheet number 1)

Particulars as to commission allowance or discount (note 3)

Signed

*elsway*

Date

*26/3/02*

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

## Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

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

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

2. by way of fixed charge all Securities together with all Related Rights accruing thereto;
3. assigns to the Trustee as agent for itself and the Noteholders by way of absolute assignment (subject to the proviso contained in the Debenture) all of the Insurances;
4. assigns to the Trustee as agent for itself and the Noteholders by way of absolute assignment (subject to the proviso for reassignment contained in the Debenture) all of the Company's present and future book and other debts, the proceeds of and the right to demand the same and all other moneys due and owing to the Company or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever enjoyed or held by it in relation to any of the foregoing at the date of the Debenture or at any time ("Debts");
5. (to the extent that the same are not the subject of a specific assignment or charge pursuant to the foregoing paragraphs of the Debenture) by way of fixed charge all of:
  - 5.1 the Company's rights and benefits under any agreements entered into by it (including all rights of enforcement of the same and all causes of action in relation thereto and in relation to any representations connected therewith);
  - 5.2 any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it;
  - 5.3 any beneficial interest, claim or entitlement of the Company in any pension fund;
  - 5.4 all the Company's present and future Intellectual Property Rights;
  - 5.5 the Company's present and future goodwill;
  - 5.6 the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the Premises or Mortgaged Property and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
  - 5.7 the Company's present and future uncalled capital;
6. by way of floating charge all its undertaking and assets whatsoever and wheresoever both present and future not otherwise effectively mortgaged, charged by way of fixed charge, or assigned by the Debenture;
7. Under the terms of the Debenture the Company covenants that it will not without the prior consent in writing of the Trustee:

(continued on page 4 of continuation sheet number 2)

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

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7.1 (save in relation to Debts to the extent permitted or required pursuant to clause 6 of the Debenture) dispose of, factor, discount, assign or in any other manner deal with, or create, or attempt to create, or permit to subsist or arise any Security Interest (except for the Security Interests created, or to be created at the request of Fortis Bank SA/NV (the "Bank") by the Company in favour of the Bank) on or over, the Debts or any part of the Debts, or release, set off or compound them;

7.2 create or attempt to create or permit to subsist in favour of any person other than the Trustee any Security Interest (except for the Security Interests created, or to be created by the Company in favour of the Bank);

7.3 dispose of the Security Assets or any part thereof or attempt or agree so to do, except in relation to Debts to the extent permitted pursuant to clause 6 of the Debenture and except floating charge assets charged pursuant to clause 4 of the Debenture which may (subject to the other provisions of this Deed and in particular but without limitation subject to the provisions of clause 6 of the Debenture) be sold at full market value in the usual course of trading as conducted at the date of this Debenture and for the purpose of carrying on the Company's business and save as permitted under the facility agreement dated 2 May 2001 as restated on 19 November 2001, further restated on 30 January 2002 and further restated on 12 February 2002 entered into between the Company, the Parent and the Bank.

#### Definitions:

"Finance Documents" has the meaning ascribed to it in the Loan Note Instrument;

"Fixtures" means in relation to any freehold or leasehold property charged by or pursuant to the Debenture, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by the Company;

"Insurances" means all contracts and policies of insurance of whatever nature which are from time to time taken out by or on behalf of the Company or (to the extent of such interest) in which the Company has an interest, any proceeds thereof, all rights to demand the same and the debts represented thereby;

"Intellectual Property Rights" means all know-how, patents, trade marks, service marks, designs, business names, topographical or similar rights, copyrights and other intellectual property monopoly rights and any interests (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for the same);

"Loan Note Instrument" the loan note instrument constituting fixed rate guaranteed secured B loan notes due 2008 entered or to be entered into by the Company and Ridgmont Holdings Limited ("Parent");

"Mortgaged Property" means any freehold/leasehold property specified in Schedule 1 and any other freehold or leasehold property for the time being comprised in the definition of "Security Assets";

"Noteholders" means any person for the time being entered in the relevant register of noteholders as a holder of a Designated Loan Note (as defined in the Loan Note Instrument);

(continued on page 4 of continuation sheet number 3)

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## Definitions (cont'd):

"Obligations" means all amounts owing by the Parent to the Trustee and the Noteholders (or any of them) under or pursuant to the Finance Documents from time to time and all monies, obligations and liabilities at the date of the Debenture or hereafter due, owing (or incurred to the Trustee or the Noteholders or any of them) from or by the Parent when the same become due for payment or discharge, whether by acceleration or otherwise, and whether such monies obligations or liabilities are express or implied, present or future, actual or contingent, joint or several, incurred as principal or surety and whether unascertained, collateral or unmatured, and whether originally owing to the Trustee or Noteholders (or any of them) or purchased or otherwise acquired by it or any of them and whether denominated in sterling or in any other currency, or incurred on any banking account or in any other manner whatsoever and all other amounts payable under the Debenture;

"Premises" means all buildings and erections for the time being comprised within the definition of "Security Assets";

"Related Rights" means in relation to shares or any other securities, all dividends and interest paid or payable in relation thereto and all shares, securities, rights, moneys or property accruing or offered at any time in relation to such shares or other securities by way of redemption, substitution, exchange, bonus or preference, pursuant to option rights or otherwise any proceeds thereof, all rights to demand the same, and the debts represented thereby;

"Securities" means any stocks, shares, debentures, bonds and other securities and investments held by the Company;

"Security Assets" means subject as provided in the Debenture, all property assets and undertaking of the Company which are expressed to be the subject of any Security Interest created by or pursuant to the Debenture; and

"Security Interest" means any mortgage, pledge, lien, charge, security assignment, hypothecation, security trust or security interest.

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

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Continuation Sheet : Form 395

Ridgmont Care Homes Limited

Company Number : ~~300420~~ 3002120 *away*

## SCHEDULE 1

### Property

1. Cams Ridge, 7 Charlemount Drive, Cams Hill, Fareham
2. St. Mary's Nursing & Residential Home, Speedwell Crescent, Scunthorpe
3. Strathmore House Nursing & Residential Home, Friday Bridge Road, Elm, Wisbech
4. Sowerby House Nursing home, Front Street, Sowerby, Thirsk
5. Alwoodleigh Nursing & Residential Home, 4 Bryan Road, Edgerton, Huddersfield
6. Knowle House Nursing & Residential Home, Rivington Lane, Rivington, Horwich
7. Eastfield Hall and Eastfield Lodge, Moss Road, Askern, Doncaster
8. Belmont Residential Home, Inglewhite Road, Longridge, Preston
9. Ravenstone Nursing & Residential Home, 7 St. Andrews Road, Droitwich Spa
10. Heathmount Complex, London Road, Rake, Nr Liss
11. Bryan Wood Nursing & Residential Home, 1 Bryan Road, Edgerton, Huddersfield
12. Wainfleet Nursing & Residential Home, Rumbold Lane, Wainfleet All Saints, Skegness
13. Hope House Nursing & Residential Home, Rishton Road, Clayton-le-Moors, Accrington
14. Alexandra Nursing & Residential Home, Doncaster Road, Thrybergh, Rotherham
15. Ladyfield Nursing & Residential Home, Ladyfield Road, Peckmill View, Kiveton Park, Sheffield
16. St. Paul's Nursing Home, High Street, Waddington, Lincoln
17. Abbey Place Nursing Home, 90 Abbey Road, Fartown, Huddersfield
18. Murley House, Wyvern Road, Taunton, Somerset



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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. 03002120

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE DATED THE 12th MARCH 2002 AND CREATED BY RIDGMONT CARE HOMES LIMITED FOR SECURING ALL OBLIGATIONS, MONIES AND LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY TO GRAPHITE CAPITAL MANAGEMENT LIMITED AND THE NOTEHOLDERS (OR ANY OF THEM) 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 27th MARCH 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th APRIL 2002.

2/50.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —