

# M

CHF P004

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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.

# 395

526292/10

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

(Address overleaf – Note 6)

For official use



Company number

03002120

Name of company

\*Ridgmont Care Homes Limited

Date of creation of the charge

25<sup>th</sup> August 2004

Description of the instrument (if any) creating or evidencing the charge (note 3)

General Mortgage Debenture

Amount secured by mortgage or charge

All monies, obligations and liabilities (actual or contingent) now or at any time or times hereafter due owing or incurred by the Company to the Finance Parties (or any of them) pursuant to the Facility Agreement and other Finance Documents whether as principal or surety on any account whatsoever including any such monies, obligations or liabilities acquired by or assigned or transferred to (in each case whether legally or beneficially) the Finance Parties (or any of them) and their successors in title and assigns and any person or entity deriving any estate, right or interest under or through it or them.

(please see Continuation Sheet No 1, page 2 of 4)

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

The Governor and Company of the Bank of Ireland

36 Queen Street

London

Postcode

EC4R 1HJ

Presenter's name address and  
reference (if any): Davies Arnold  
Cooper, 6-8 Bouverie Street, London,  
EC4Y 8DD. Ref: 427/3553.69

Time critical reference

For official Use  
Mortgage Section

Post Room



Short particulars of all the property mortgaged or charged

The Company with full title guarantee and with the intent that this security shall rank as a continuing security for payment of the indebtedness, the expenses and the performance of all other liabilities and obligations charges to The Governor and Company of the Bank of Ireland ("the Bank") as security trustee by way of first:

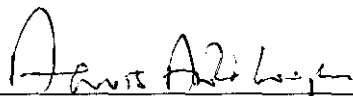
1. legal mortgage the Mortgaged Property;
2. fixed equitable charge all the Charged Property (other than the Mortgaged Property);
3. fixed equitable charge all fixtures (including trade fixtures, tenant's fixtures and plant and machinery whether fixed or not) from time to time in or on the charged property and the proceeds of sale thereof;
4. fixed charge all Contracts from time to time belonging to the Company;
5. fixed charge the Book and other Debts;
6. fixed charge all Securities together with all bills of exchange, promissory notes, negotiable instruments, loan capital indebtedness or liabilities on any account or in any manner from time to time owing to the Company;

(Please see Continuation Sheet No1, page 4 of 4)

Particulars as to commission allowance or discount (note 2)

NIL

Signed



Date 6 September 2004

On behalf of mortgagee/chargee<sup>†</sup>

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

<sup>†</sup> 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. 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 CF14 3UZ, DX: 33050 Cardiff

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**COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot) (Cont.)**  
**Particulars of a mortgage or charge**  
**(continued)**

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

1

Company number

03002120

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

Name of company

Ridgmont Care Homes

Limited\*

\*delete if  
inappropriate

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

General Mortgage Debenture

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

The following expressions have the following meanings:-

1 "Facility Agreement" means a Facility Agreement dated 24<sup>th</sup> August 2004 made between Ridgmont Care Homes Group Limited (1) The Bank (as agent and security trustee) (2) and the Bank and Fortis Bank S.A/N.V (3) as original lenders in relation to a £41,600,000 term facility and a £10,000,000 capital expenditure facility.

2 "Finance Documents" means (1) the Facility Agreement (2) the following security documents dated 25 August 2004 created by the Company in favour of the Bank (as security trustee):-

1. a general mortgage debenture referred to above;

2. a legal mortgage over Sowerby House, Sowerby, Thirsk and other properties;

3. a guarantee of the indebtedness of Ridgmont Care Homes Group Limited and each other Obligor (as hereinafter defined) to the Bank under the Finance Documents;

4. all agreements and documents from time to time entered into by any person to indemnify any Finance Party against any act or omission of the Company, Ridgmont Care Homes Group Limited Ridgmont Holdings Limited Ridgmont Care Homes (South) Limited and/or Burnside Lodge Limited (the "Obligors" or each an "Obligor"), to guarantee the obligations of any Obligor under the Facility Agreement or otherwise to grant in favour of any Finance Party any security interest to secure any such guarantee, indemnity or the obligations of any Obligor under the Finance Documents.

and (3) the following further security documents each dated 25<sup>th</sup> August 2004 and each created in favour of the Bank (as security trustee):-

1. equitable charge over shares executed by Ridgmont Holdings Limited;

2. general mortgage debenture executed by Ridgmont Holdings Limited;

3. general mortgage debenture executed by Ridgmont Care Homes Group Limited;

4. *an equitable charge over shares executed by Ridgmont Care Homes Group Limited;*

5. general mortgage debenture executed by Ridgmont Care Homes (South) Limited;

6. legal mortgage over Drummair 9-11 Northfield, Bridgewater and other properties executed by Ridgmont Care Homes (South) Limited;

7. a general mortgage debenture executed by Burnside Lodge Limited; and

8. a legal mortgage over Appleby Care Homes Military Road, North Shields and another property executed by Burnside Lodge Limited.

3. "Finance Parties" means the Bank (as agent), the Bank (as original lender) and Fortis Bank S.A/N.V (as original lender) and any other entity who becomes a lender at any time pursuant to clause 26 of the Facility Agreement (as hereinafter defined) and each a "Finance Party".

Please note that the reference to "Facility Agreement" and "Finance Documents" does (under the terms of the Facility Agreement) include references to any such documents as modified, supplemented or novated from time to time.

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Name, addresses and descriptions of the mortgages or persons entitled to the charge  
(continued)

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

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6. fixed charge all Intellectual Property Rights from time to time belonging to the Company;
7. fixed charge all the uncalled capital and goodwill (which shall include all brand names) from time to time belonging to the Company;
8. fixed charge all amounts realised upon the enforcement or execution of any order of the court under Sections 212, 213, 214, 238, 239, 244 or 423 of the Insolvency Act 1986 to the extent that the same constitute assets of the Company;
9. fixed charge its rights under any Hedging Arrangements not effectively assigned;
10. fixed charge all benefits in respect of Insurances and all claims and returns of premiums in respect of them;
11. fixed charge the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any charged asset and the right to recover and receive all compensation which may be payable to it in respect of them;
12. fixed charge Cash at Bank held at any time by the Company both now and in the future; and
13. floating charge its undertaking and all its other property, assets and rights whatsoever and wheresoever, present or future of the Company to the extent not otherwise effectively mortgaged or charged or assigned.

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Assignment of rights under Contracts

The Company with full title guarantee and with the intent that this security shall rank as a continuing security for the payment of the indebtedness, the expenses and performance of all other liabilities and obligations, assigns absolutely by way of security to the Bank (as security trustee) all its right, title and interest in and to the Contracts and all rights contained therein (whether express or implied) and benefits from time to time accruing thereunder or resulting therefrom including, without limitation, the right to make demand or take any action (including that for specific performance) against any other party to any Contract and to exercise any remedies available at law or in equity to the Company.

Negative Pledge

The Company shall not, without the prior written consent of the Bank (as security trustee), create, attempt to create, agree to create or permit to subsist any Security Interest on the whole or any part of the charged assets except for any Permitted Security Interest.

Non Disposal

The Company shall not (save as permitted by the Facility Agreement) without the prior written consent of the Bank (as security trustee), either in a single transaction or a series of transactions whether related or not and whether voluntary or involuntary, sell, transfer, lease or otherwise dispose of (a "Disposal") all or a substantial part of the Charged Assets or any interest in all or a substantial part of the charged assets or grant any option to do the same or agree so to do except pursuant to a Permitted Security Interest or otherwise demand repayment of the Intra Group Indebtedness EXCEPT THAT this prohibition shall not, prior to this security becoming enforceable, apply to any such disposal of the Floating Charge Assets where any such Disposal is made in the ordinary course of trading as it is now conducted for full value on arms' length terms and for the purpose of carrying on its business.

(Please see Continuation Sheet No2, page 4 of 4)

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**COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot) (Cont.)**  
**Particulars of a mortgage or charge**  
**(continued)**

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

Company number

03002120

Name of company

Ridgmont Care Homes

Limited\*

\*delete if  
inappropriate

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

General Mortgage Debenture

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

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Please complete  
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Name, addresses and descriptions of the mortgages or persons entitled to the charge  
(continued)

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

The following expressions shall have the following meanings:

"Blocked Deposit Account" means the interest bearing deposit account of the Company with Fortis Bank, S.A/N/V and designated the 'Blocked Deposit Account of the Company or such other account as the Bank may from time to time designate as the Blocked Deposit Account of the Company, as such account may be redesignated or renumbered from time to time.

"Book and other Debts" means all book debts (but excluding any Cash at Bank) and other monetary debts and claims from time to time due or owing to the Company and benefit of all rights relating thereto, including, without limitation, (i) things in action which give rise or may give rise to a debt or debts including all the right, title and interest of Company to and in any policies of insurance or assurance and their proceeds and (ii) the Intra Group indebtedness.

"Cash at Bank" means all or any deposits, credit balances and other sums with any bank or financial institution and the accounts in respect of the same (and in which the Company has an interest) and including without limitation any monies, from time to time, standing to the credit of the Blocked Deposit Account and/or the Receipts Account.

"Charged Assets" means all property, assets, business, undertaking, rights, benefits or documents which are the subject of a Security Interest created hereunder or pursuant hereto.

"Charged Property" means all estates or interests in any freehold and leasehold property (excluding the Mortgaged Property) from time to time belonging to, or mortgaged or charged to, the Company, all licences from time to time held by the Company to enter upon or use land and/or enabling any building upon the Charged Property to overhang or project into any space which is not in the ownership of the Company.

"Contracts" means all the Company's rights, title, interest and benefit in and to any contract in respect of the occupation of, or construction or repair or, any building upon the Charged Property.

"Floating Charge Assets" means all Charged Assets expressed to be charged under this Deed by way of floating charge only.

(Please see Continuation Sheet No.3 page 4 of 4)

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**COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot) (Cont.)**  
**Particulars of a mortgage or charge**  
**(continued)**

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

Company number

03002120

Name of company

Ridgmont Care Homes

Limited\*

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

General Mortgage Debenture

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

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Name, addresses and descriptions of the mortgages or persons entitled to the charge  
(continued)

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

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"Hedging Arrangements" means any hedging arrangements (including interest rates, swap agreements, forward rate agreements, cap, collar and/or floor arrangements) or replacement hedging arrangements entered into by the Company and a counter party in connection with the amount secured by the said General Mortgage Debenture.

"Insurance" means all contracts and policies of insurance taken out by or on behalf of the Company or (to the extent of its interest) in which the Company has an interest.

"Intellectual Property Rights" means all patents, patent applications, trade marks and service marks (howsoever styled or represented), designs, design rights, copyright, confidential information, know-how and all other intellectual property rights.

"Intra Group Indebtedness" means any indebtedness between Obligors.

"Mortgaged Property" means each property set out below:-

The freehold property known as Sowerby House, Sowerby, Thirsk (YO7 1JP) and The Cottage, Sowerby House, Sowerby, Thirsk registered under title numbers NYK78532 and NYK165381

The freehold property known as 1 Byran Road, Edgerton, Huddersfield registered under title number WYK414463

The freehold property known as Woodleigh, Bryan Road, Edgerton, Huddersfield registered under title number WYK560190

The freehold property known as Strathmore House, Friday Bridge Road, Elm registered under title number CB151174

The freehold property known as land and Buildings on the South East side of Rumbold Lane, Wainfleet All Saints registered under title number LL54386

The freehold property known as Eastfield Hall, Moss Road, Askern registered under title number SYK367629

The freehold property known as land lying to the North West of Rishton Road, Clayton le Moors registered under title numbers LA682838 and LA682321

The freehold property known as St Mary's Nursing Home, Speedwell Crescent, Scunthorpe registered under title number HS164505

The freehold property known as St Paul's Nursing Home, High Street, Waddington (LN5 9RF) and St Paul's Court, High Street, Waddington registered under title numbers LL148083 and LL161230

The freehold property known as Belmont Residential Care Home, Inglewhite Road registered under title number LA680801

The freehold property known as Charlemont Nursing Home, 7 Charlemont Drive, Cams Hill, Fareham (PO16 8RT) registered under title number HP172986

The freehold property known as land on the east side of Packham Lane, Kiveton Park registered under title number SYK337473

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**COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot) (Cont.)**  
**Particulars of a mortgage or charge**  
**(continued)**

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Continuation sheet No  
to Form No 395 and 410 (Scot) 4

Company number

03002120

Name of company

Ridgmont Care Homes  
**Limited\***

\*delete if  
inappropriate

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

General Mortgage Debenture

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

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Name, addresses and descriptions of the mortgages or persons entitled to the charge  
(continued)

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

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The freehold property known as Ravenstone Nursing Home, St Andrew's Road registered under title number HW170957

The freehold property known as Alexandra Nursing Home, Doncaster Road, Tyrybergh registered under title number SYK66287

The freehold property known as Heathmont and Rake House, Liss, Land adjoining The Lodge, Rake, Liss, Land on the North West side of Heathmont, Liss and The Lodge, Rake, Liss registered under title numbers P550551, HP585986, HP550553 and HP550552

The freehold property known as Abbey Place, 90 Abbey Road, Fartown, Huddersfield registered under title number WYK705063

The freehold property known as Murley House, Wyvern Road, Taunton, Somerset registered under title number ST140826

"Permitted Security Interest" means any Security Interest permitted by the Facility Agreement.

"Receipts Account" means the current account of the Company with Fortis Bank S.A./N.V., and designated the 'Receipts Account of the Company or such other account as the Bank may from time to time designate as the Receipts Account of the Company, as such account may be redesignated or renumbered from time to time.

"Securities" means all stocks, shares and/or other securities from time to time legally and/or beneficially owned by the Company or any nominee, including, without limitation, all dividends, benefits, property, rights, accretions, monies, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect thereof whether by way of bonus, capitalisation, preference, option, redemption or otherwise.

"Security Interest" means any mortgage, standard security pledge, lien, charge, assignment, hypothecation, hypothec, security interest, contractual arrangement or assignment or any other agreement or agreement having the effect of conferring security, conditional sale or other title retention agreement, combination of accounts or other security interest whatsoever, howsoever created or arising.

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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 GENERAL MORTGAGE DEBENTURE DATED THE 25th AUGUST 2004 AND CREATED BY RIDGMONT CARE HOMES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME FROM THE COMPANY TO THE FINANCE PARTIES (OR ANY OF THEM) 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 SEPTEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th SEPTEMBER 2004 .

GRH  
P



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES