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CHA 116

~~For official use~~

Company number

3002120

Name of company

* RIDGMONT CARE HOMES LIMITED ("the Company")

Date of creation of the charge

10th October 1997

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

LEGAL CHARGE ("the Charge")

Amount secured by the mortgage or charge

All sums of money owed and all liabilities or obligations to be carried out to the Bank at any time and from time to time by a Debtor whether:

- (i) they arise before or after the Bank has demanded that they are repaid or carried out;
 - (ii) they are owed or to be carried out immediately or only after a stated event has occurred;
 - (iii) the Debtor owes or is to carry them out on his own or jointly with any other persons;
 - (iv) the Debtor owes or is to carry them out on his own account or as guarantor for other persons; together with Interest upon them and Expenses relating to them;
- (together the "Debt").

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

The Governor and Company of the Bank of Scotland, 38 Threadneedle Street, London EC2P 2EH (the "Bank")

(See fax for further details)

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

Dibb Lupton Alsop
125 London Wall
London EC2Y 5AE

ref: AJM/md/banking

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Time critical reference

For official use
Mortgage Section

Post room



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COMPANIES HOUSE 22/10/97

The Company with the full title guarantee charged as a continuing security for the Debt:

- (i) by way of legal mortgage the Property;
- (ii) by way of fixed charge all buildings and other structures on, and items fixed to, the Property;
- (iii) by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;
- (iv) by way of fixed charge all plant, machinery and other items affixed to and forming part of the Property on or at any time after 10th October 1997;
- (v) by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Company relating to them to hold to the Bank absolutely subject to redemption upon repayment of the Debt;

/Cont'd.....

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Particulars as to commission allowance or discount (note 3)

N/A

Signed D. M. Lupton A.C.

Date 21st October 1997

On behalf of ~~company~~ (mortgagee/chargee) [†]

† delete as
appropriate

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

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 1
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

3002120

Name of Company

RIDGMONT CARE HOMES LIMITED (the "Company")

~~limited~~xx

* delete if
inappropriate

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

NOTE.

In this form:-

"Debtor" means any and every person (whether the Company, or Owner or either of them) who has agreed to repay a Debt to the Bank;

"Expense" or "Expenses" mean the total of the following:

- (i) any commission and other charges which the Bank may from time to time charge to the Company in the ordinary course of the Bank's business in respect of the Debt or any service provided by the Bank to the Company;
- (ii) any costs, charges, premiums, fees and expenses incurred from time to time by the Bank or the Receiver under these Conditions and which are either repayable by the Company under the conditions of the Charge (the "Conditions") and which are either repayable by the Company under the Conditions or are incurred in the exercise by the Bank or the Receiver of their powers under the Conditions;
- (iii) any costs, charges and expenses incurred by the Bank or the Receiver in connection with the Bank or the Receiver doing anything to protect the Charge or to obtain possession of or sell or deal (in any other way allowed by the Conditions) with the Property;

together with Value Added Tax upon such sums where appropriate;

"Interest" means any sum of money payable to the Bank by way of interest upon the Debt;

"Owner" means the person who is referred to in the Charge as the Owner (being the Company) and also:

- (i) the Owner's personal representatives; and
- (ii) any person to whom the Owner's interest in all or part of the Property has been transferred or otherwise disposed of without such interest first being released from the effect of the Charge;

"Property" means the freehold or leasehold land described in the Charge which has been charged to the Bank by the Charge (where the context allows this) as security for the repayment of the Debt referred to in the Charge together with any other assets or rights charged by way of the Charge being:-

All that freehold property known as St Paul's Nursing Home, High Street, Waddington, Lincolnshire and described in the following documents:-

- (i) Conveyance dated 23rd December 1980 between Barratt Development (Southern) Limited (1) and Philip Samuel Myatt
- (ii) Conveyance dated 6th October 1986 between The Trustees for Methodist Church Purposes (1) Peter Smith and Bryan Herbert Denman (2) and Lifeline Nursing Services Limited (3);

"Receiver" means any person (who may be an employee of the Bank) who is appointed by the Bank in writing to be the receiver and manager of all or any part of the Property and also any person who is substituted by the Bank in writing for such person);

"Rental Sum" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Company pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses.

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

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- (vi) by way of fixed charge the proceeds of any claim made under any insurance policy relating to any of the property charged under the Charge; and
- (vii) by way of floating charge all unattached plant, machinery, chattels and goods as at 10th October 1997 or at any time after 10th October 1997 on or in or used in connection with the Property or the business or undertaking conducted at the Property.

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Further Security

The Company will, at its own cost and whenever required by the Bank, do anything and sign, seal and deliver all such deeds, instruments, notices or other documents of any kind, in such form as the Bank may require, in order to enhance or perfect the Bank's security under the Charge, or to preserve the Property or to enable the Bank either to enforce the Charge or to exercise any of the powers and rights given by the Conditions or by law to the Bank or the Receiver.

The Company's Obligations

The Company has agreed with the Bank as follows:-

- (a) not to create or attempt to create or allow to be created or to exist (whether by a specific agreement imposed by rule of law or Act of Parliament) any charge or lien of any kind over the Property without the prior written consent of the Bank;
- (b) not to sell, transfer, lease or otherwise dispose of all or any part of the Property, or agree to do so, whether at law or in equity, without the prior written consent of the Bank.



Your ref

Our ref MD/BANKING

125 London Wall
London EC2Y 3AE
Direct Tel 0171 796 6301
Direct Fax 0171 600 1753
DX 33866 Finsbury Square

22 October 1997

Companies Registration Office
Mortgage Section
Companies House
for the attention of: Mrs Grandon

By Fax Only: 01222 380827

Dear Sirs

Ridgmont Care Homes LimitedLegal Charge dated 10th October 1997 over Land at Speedwell Crescent, Santhorpe, LincolnshireLegal Charge dated 10th October 1997 over St Paul's Nursing Home, High Street, Waddington, Lincolnshire

We refer to the Forms 395 dated 21st October 1997 in respect of the above and confirm that the name and address of the mortgagees entitled to the charge should read as follows:

"THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND IN ITS CAPACITY AS SECURITY TRUSTEE FOR THE SECURITY BENEFICIARIES UNDER A SECURITY TRUST DEED DATED 22ND MAY 1995 ENTERED INTO BETWEEN (1)THE SECURITY BENEFICIARIES NAMED THEREIN AND (2-3)THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AS SECURITY TRUSTEE AND AGENT. (the "Bank")"

Yours faithfully

Dibb Lupton Alsop

Dibb Lupton Alsop

FILE COPY



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 LEGAL CHARGE DATED THE 10th OCTOBER 1997 AND CREATED BY RIDGMONT CARE HOMES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND IN ITS CAPACITY AS SECURITY TRUSTEE FOR THE SECURITY BENEFICIARIES UNDER A SECURITY TRUST DEED DATED 22 MAY 1995 (AS DEFINED) ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd OCTOBER 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd OCTOBER 1997.

W. Grandon

W. GRANDON

for the Registrar of Companies



COMPANIES HOUSE

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JP