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CHF P004

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in black type, or
bold block lettering*

* 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

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| | | | | |
| | | | | |

Company number

3003291

**395**

158905/30 of

Name of company

*Highcare Group Limited

Date of creation of the charge

22nd May 2002

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 Fortis Bank S.A./N.V. (the "Bank") under or pursuant to the Facility Agreement ("Facility Agreement" dated 2 May 2001, and made between the Bank (1) Ridgmont Holdings Limited (then known as Newinco 34 Limited) (2) Ridgmont Care Homes Limited (3) as amended by a First Facility Amendment Agreement dated 19th November 2001, a Second Facility Amendment Agreement dated 30th January 2002 and a Third Facility Amendment Agreement dated 12th February 2002 with each such Facility Amendment Agreement being entered into by (1) Ridgmont Holdings Limited as Borrower (2) Ridgmont Care Homes Limited (as Guarantor) and (3) the Bank as Lender 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 Bank and its 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

Fortis Bank S.A./NV

Camomile Court, 23 Camomile Street, London

Postcode

EC3A 7PP

Presentor's name address and
reference (if any): Davies Arnold
Cooper, 6-8 Bouverie Street, London,
EC4Y 8DD. Ref: 690/32486.6

Time critical reference

For official Use
Mortgage Section



A33
COMPANIES HOUSE

AUYHEB33

0797
25/05/02

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 Bank by way of first:

1. fixed equitable charge all the Charged Property (other than the Mortgaged Property);
2. 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;
3. fixed charge all Contracts from time to time belonging to the Company;
4. fixed charge the Book and other Debts;
5. 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)

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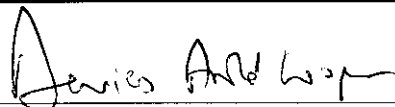
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black type, or bold
block lettering

Particulars as to commission allowance or discount (note 2)

NIL

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

Signed



Date

24 / 5 / 2022

On behalf of 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. 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. 1
to Form No 395 and 410 (Scot)

Company number

3003291

Please complete
legibly, preferably
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Name of company

Highcare Group

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 expression "Finance Documents" means the Facility Agreement and the following security documents created by the Company in favour of the Bank:-

1. a legal mortgage of Drummair, 9-11 Northfield, Bridgwater, Somerset and other properties.
2. the general mortgage debenture referred to above.
3. a guarantee of the indebtedness of Ridgmont Holdings Limited to the Bank under the Finance Documents.
4. a charge over cash deposit
5. all agreements and documents from time to time entered into by any person to indemnify the Bank against any act or omission of the Company, Ridgmont Care Homes Limited and/or Ridgmont Holdings 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 the Bank any security interest to secure any such guarantee, indemnity or the obligations of any Obligor under the Facility Agreement.

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 (to the extent not charged by the Cash Deposit Charge) 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.

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 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, 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, 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)

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

Company number

3003291

Please complete
legibly, preferably
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Name of company

Highcare Group

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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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 the Bank, 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 items standing to the credit of Cash Sweep Account or the Blocked Deposit Account) 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) other than those items standing to the credit of the Cash Sweep Account or the Blocked Deposit Account.

"Cash Deposit Charge" means a charge over the Receipts Account, the Cash Sweep Account, and the Blocked Deposit Account dated the date of this General Mortgage Debenture and entered into by the Company (1) and the Bank (2).

"Cash Sweep Account" means the interest bearing deposit account of the Company with the Bank, and designated the 'Cash Sweep Account of the Company or such other account as the Bank may from time to time designate as Cash Sweep Account of the Company, as such account may be redesignated or renumbered from time to time.

"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)

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

Company number

3003291

Please complete
legibly, preferably
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Name of company

Highcare Group

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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"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 (if any) referred to in the Schedule, which contains short particulars thereof.

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

"Receipts Account" means the current account of the Company with the Bank, 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. 03003291

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GENERAL MORTGAGE DEBENTURE DATED THE 22nd MAY 2002 AND CREATED BY HIGHCARE GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO FORTIS BANK S.A./NV 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 25th MAY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th MAY 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —