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in block 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

Company number

[] [] [] [] [] []

3010116

Name of company

* SPECIALITY CARE (REST HOMES) LIMITED (the "Company")

Date of creation of the charge

24 March 2000

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

Fixed and Floating Charge dated 24 March 2000 made between (1)
Speciality Care (Rest Homes) Limited and (2) PHF Securities No. 3 Limited
(the "Charge")

Amount secured by the mortgage or charge

See Schedule 1

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

PHF Securities No. 3 Limited (the "Lessor") of PO Box 404 Pirouet House
Union Street St Helier Jersey

Postcode JE4 9WG

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

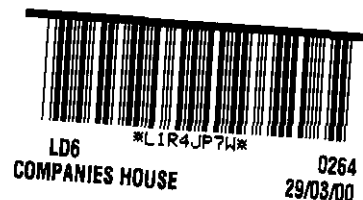
Simmons & Simmons
21 Wilson Street
London
EC2M 2TX

6D/X27240/CDT/KMC/LN:3DA446

Time critical reference

For official Use
Mortgage Section

Post room



See Schedule 2

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FOR
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Particulars as to commission allowance or discount (note 3)

None

Signed Simnas e Simnas

Date 28 Mar 2000

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

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

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

Name of Company: SPECIALITY CARE (REST HOMES) LIMITED

Company number: 3010116

SCHEDULE 1

Amount secured by the mortgage or charge

All monies, debts, liabilities and obligations at the date of the Charge or at any time in the future due, owing or incurred by the Chargor, the Company or any other Group Company (or any one or more of them) to the Lessor, in each case:-

- (a) whether present or future;
- (b) whether alone or jointly with any other person;
- (c) whether actual or contingent;
- (d) whether as principal or surety;
- (e) whether such moneys, debts or liabilities were originally incurred to the Lessor or were acquired by the Lessor from any other person;
- (f) in whatsoever currency denominated; or
- (g) otherwise,

including without limitation pursuant to any of the Relevant Documents and all amounts of costs, fees and interest;

(all together the "Secured Liabilities").

Words and expressions defined in Schedule 2 have the same meaning in this Schedule 1.

Name of Company: SPECIALITY CARE (REST HOMES) LIMITED

Company number: 3010116

SCHEDULE 2

Short Particulars of all the property mortgaged or charged

By way of continuing security in favour of the Lessor for the payment and discharge of the Secured Liabilities, the Company with full title guarantee hereby charges or assigns (as the case may be) to the Lessor the property set out below in the manner set out below:-

1. Legal Charge Property

By way of first fixed charge by way of legal mortgage, the Company's leasehold interest in the Legal Charge Property and all Rights relating to the Legal Charge Property in existence at the date of the Charge.

2. Future Rights

By way of first fixed charge all Rights relating to the Legal Charge Property coming into existence after the date of the Charge.

3. Other Rights under the Operating Lease

By way of first fixed charge all of the right, title, interest and benefit of the Company in, to and under the Operating Lease including in respect of the hire of the "Lessor's Personal Property" (as defined in the Operating Lease).

4. Contracts

By way of first equitable assignment, any Contracts.

5. Equipment

By way of first fixed charge, the Equipment.

6. Future Equipment

By way of first fixed charge, the Future Equipment.

7. Records and Software

By way of first fixed charge, all Records and Software.

8. Goodwill

By way of first fixed charge, all the goodwill for the time being of the Company relating to the business carried on at the Legal Charge Property and the right to all business and trade names used now or in the future in connection with such business.

9. Uncalled Capital

By way of fixed charge, all the Company's rights and claims in connection with its uncalled capital for the time being.

10. Shares

By way of fixed charge, the Shares and all rights, dividends, interest or other property (whether of a capital or income nature) accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference or otherwise attributable to the Shares.

11. First Floating charge

By way of first floating charge, all assets, property, undertaking and rights of the Company whatsoever which are situate at or which relate wholly or mainly to the Legal Charge Property or the business carried on at the Legal Charge Property whether movable, immovable, present or future (including all the assets, property, undertaking and rights of the Company referred to above which are, for any reason, not validly mortgaged, charged or assigned pursuant to paragraphs 1 (Legal Charge Property) to 10 (Shares) above and the Book Debts).

12. General Floating Charge

By way of floating charge (ranking in point of security behind any fixed Security Interest or any floating charge expressed to be a first floating charge which the Chargor grants (in each case) to a PHF Company at any time prior to, on or after the date of the charge but otherwise ranking in point of security prior to any other Security Interest), all the assets, property, undertaking and rights of the Company whatsoever, wherever situate, whether movable, immovable, present or future (including the Bank Accounts) and all the assets, property, undertaking and rights of the Company referred to above which are, for any reason, not validly mortgaged, charged or assigned pursuant to 1 (Legal Charge Property) to 11 (First Floating Charge) inclusive above.

In this form 395, unless the context otherwise requires, references to:-

- (1) the "Lessor" include references to any delegate of the Lessor and to its successors and successors in title and assigns including any person deriving title under the Lessor or in favour of whom the Lessor may assign, transfer, novate, dispose of, grant any interest in or declare a trust in respect of the whole or any part of the right, title, interest or benefit of the Lessor in, to and under the Charge or the Group Leases or any of them; and
- (2) the "Company" include references to its successors and to its successors in title and assigns in respect of the whole or any part of the Charged Property.

In this form 395, the following words and expressions have the following meanings:

"Account Bank"	means such bank or banks in the United Kingdom permitted to carry on a deposit taking business under the Banking Act 1987 as the Lessor may approve as Account Banks in writing;
"Authorities"	means all health authorities, health boards or health and social services boards and all other national and local governments, government departments, supranational bodies, local or public authorities, statutory undertakings, states or agencies;
"Bank Accounts"	means the Book Debts Account and any other current, deposit or other accounts which the Company may maintain at any time with any Account Bank;
"Book Debts"	means:- <ol style="list-style-type: none">(a) all book and other debts in existence from time to time arising in relation to the Legal Charge Property or the business of

the Company carried on at the Legal Charge Property (excluding any sums whatsoever owed by the Account Banks), both present and future, due, owing or incurred to or purchased or otherwise acquired by the Company; and

- (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, and Security Interests);

"Book Debts Account"	means such separate and denominated account or accounts of the Company with an Account Bank as the Lessor may require for the purpose of receiving payments of the proceeds of realisation and collection of Book Debts;
"Charged Property"	means the whole or any part of the property, assets, income and undertaking of the Company from time to time mortgaged, charged or assigned to the Lessor pursuant to the Charge;
"Contracts"	means all the Company's rights, title, interest and benefit in and to any contract present or future in respect of any sale, lease or other disposition of the whole or any part of the Charged Property;
"Costs"	means all costs, charges, expenses and disbursements of whatsoever nature (including, without limitation, legal fees) together with any Value Added Tax to be charged on such costs, charges, expenses and disbursements in each case properly incurred by the Lessor or any Receiver;
"Equipment"	means all "Company's Personal Property" (as defined in the Operating Lease) and other plant and machinery, equipment, fittings, installations, apparatus, tools, motor vehicles and other assets (save for Fixtures and save for medicines, food and other consumables) whatsoever, situate at or used wholly or mainly in connection with the Legal Charge Property or the business carried on at the Legal Charge Property, which in each case are the property of the Company at the date of the Charge;
"Event of Default"	<p>means:</p> <ul style="list-style-type: none">(a) each "Event of Default" as defined in any Group Lease;(b) any other failure by any Group Company or other obligor to pay or discharge the Secured Liabilities (or any part thereof) as the same shall fall due for payment or discharge and after any originally applicable grace period; and(c) any other circumstance which the Company and the Lessor may agree in writing from time to time to be an "Event of Default" for the purposes of the Charge;
"Fixed Charge Property"	means the whole or any part of the Charged Property other than the Floating Charge Property;
"Fixtures"	means all plant and machinery fixed to the Legal Charge Property;

"Floating Charge Property"

means the whole or any part of the Charged Property charged by way of floating charge pursuant to paragraphs 11 or 12 above and not mortgaged, charged or assigned pursuant to any other Clause;

"Future Equipment"

means all "Lessee's Personal Property" (as defined in the Operating Lease) and other plant and machinery, equipment, fittings, installations, apparatus, tools, motor vehicles and other assets (save for Fixtures and save for medicines, food and other consumables) whatsoever, situate at the Legal Charge Property or used wholly or mainly in connection with the Legal Charge Property or the business carried on at the Legal Charge Property, which in each case become the property of the Company after the date of the Charge whether by way of replacement of or in addition to any of the Equipment;

"Group Company"

means the Company and any person who at any time prior to, on or after the date of the Charge is a Subsidiary of the Company;

"Group Lease"

means the Operating Lease and each other present or future lease:

- (a) which is granted by a PHF Company to a Group Company prior to, on or after the date of the Charge;
- (b) otherwise in relation to which, at any time prior to, on or after the date of the Charge, a PHF Company is the landlord and a Group Company is the tenant; or
- (c) which the Lessor and the Company otherwise have agreed or may agree in writing shall be designated a Group Lease;

"Indebtedness"

means any obligation of any person (in this definition the "relevant person") from time to time (present or future, actual or contingent, as principal or surety or otherwise) for the payment or repayment of money in respect of:

- (a) money borrowed or raised and debit balances at banks and financial institutions;
- (b) acceptances, bills, bonds, debentures, notes or similar debt instruments;
- (c) guarantees, indemnities or other legally binding assurances against financial loss issued or entered into in respect of any Indebtedness of any other person of a type falling within any of the other paragraphs of this definition;
- (d) hire purchase contracts and rental payments under leases entered into primarily as a method of raising finance other than those constituting Permitted Security Interests;
- (e) payments for assets or services acquired where such payments are deferred for a period of more than 90 (ninety) days but excluding trade indebtedness of such person incurred in the ordinary course of business of up to £2,000 (two thousand pounds) per nursing home or residential care home;

- (f) indebtedness of other persons secured by or benefiting from any Security Interest on the property of the relevant person; and
- (g) any other transaction having the commercial effect of a borrowing or raising of money or which should be shown in the relevant person's accounts as such in accordance with generally accepted accounting principles in the United Kingdom;

"Legal Charge Property"

means all the freehold property 28/30 Norwood Avenue and 113 Sussex Road, Southport including all Fixtures on such property, all proceeds of sale derived therefrom all proceeds of any insurance claim relating thereto and the benefit of all covenants to which the Company is entitled in respect thereof;

"Operating Lease"

means the operating lease dated 03 July 1998 between (1) the Lessor and (2) Care Focus (Special Advantage) Limited in respect of the Legal Charge Property and includes any "Supplemental Lease" (as defined in the Operating Lease);

"Permitted Security Interest"

means:

- (a) the security constituted by the Charge;
- (b) any other Security Interest entered into prior to, on or after the date of the Charge in favour of the Lessor or another PHF Company or with the Lessor's consent;
- (c) finance leases of Future Equipment entered into in the ordinary course of the Company's trade in respect of which at any time (i) the aggregate Indebtedness payable over the full term of such finance leases does not exceed £20,000 and (ii) the aggregate Indebtedness payable in any one calendar year does not exceed £5,000 (in each case per nursing home or residential care home and excluding any amounts payable under Group Leases);
- (d) any repairer's or carrier's lien arising by operation of law over any of the Charged Property (other than the "Leased Property" as defined in the Operating Lease) entered into in the ordinary course of the Company's trade provided that such lien is discharged within 90 days of the lien arising; and
- (e) bona fide retention of title arrangements between the Company and its suppliers entered into in the ordinary course of the Company's trade and provided that such retention of title arrangement is discharged within 90 days of the same being constituted;

"PHF Company"

means the Lessor, Principal and any person who at any time prior to, on or after the date of the Charge is a Subsidiary of the Lessor or of Principal including for the avoidance of doubt any person who has ceased or may at any time cease to be such a Subsidiary;

"Principal"	means Principal Healthcare Finance Limited a company incorporated in Jersey under number 62304;
"Receiver"	means any one or more receivers appointed pursuant to the Charge;
"Records and Software"	means all correspondence with Authorities, lists of patients and suppliers and other matters and all other records, accounts, ledgers, correspondence, documents, confidential information and proprietary knowledge and information whatsoever, wherever situate, which relate to or which are used in connection with the Legal Charge Property or the business of the Company carried on at the Legal Charge Property now or in the future in the possession or control of the Company and all rights and licences to use any computer software used to store or interpret the same ;
"Relevant Documents"	means each of the Group Leases and each agreement pursuant to which any Group Lease has been or may be entered into and each deed, agreement or other document entered into pursuant to any Group Lease or any such agreement;
"Rights"	means all of the Company's rights, title, interest and benefit from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Company's rights, title, interest and benefit from time to time in any renewal of, replacement of, or variation to any such lease, licence or occupation right;
"Security Interest"	means any mortgage, charge, assignment, pledge, lien, standard security, right of set-off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any "hold-back" or "flawed asset" arrangement, any preferential right, any retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback arrangement or trust agreement, declaration of trust, trust arising by operation of law and any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security;
"Shares"	means all stocks, shares, warrants and other securities (wherever held) registered in the name of held or beneficially owned by the Company from time to time.
"Subsidiary"	in relation to any person means any subsidiary undertaking (as such expression is defined in section 258 of the Companies Act 1985 as it is in force at the date of the Charge) of such person.

NOTE: The Company covenants in the Charge, until the security constituted by the Charge is discharged, the Company shall not without the prior written consent of the Lessor:-

- (A) create, purport to create or allow to subsist, any Security Interest except for a Permitted Security Interest over the whole or any part of the Charged Property or agree to do so;
- (B) convey, assign, transfer, exchange, release, or in any other manner deal with (except as expressly provided in paragraph AA below), or permit or agree to any variation in the rights attaching to the whole or any part of the Fixed Charge Property or (other than in the ordinary course of the Company's trade and for full market value and prior to the conversion of any floating charge under the Charge

into a fixed charge in relation to such Floating Charge Property or the Security constituted by the Charge becoming enforceable) the Floating Charge Property or agree to do any such thing;

- (C) do, cause or permit to be done anything which in the opinion of the Lessor will in any way depreciate, jeopardise or otherwise materially prejudice the value to the Lessor (whether monetary or otherwise) of the whole or any material part of the Charged Property; or
- (D) sell, assign or in any other way factor or discount or release, exchange, compound, set-off, enter into a legally binding agreement to defer, or in any other manner deal with, all or any of the Book Debts save as expressly provided in the Charge.

NOTE: The Company further covenants in the Charge until all the security constituted by the Charge is discharged the Company shall:-

- (AA) collect and realise all Book Debts in the ordinary course of its business (and for the avoidance of doubt, it is declared that for the purposes of the Charge, the ordinary course of business of the Company does not include or extend to the selling, assigning or in any other way factoring, discounting, exchanging, compounding, setting-off or entering into a legally binding release or agreement to defer any Book Debts), and shall hold the proceeds of such collection and realisation of the Book Debts upon trust for the Lessor pending payment of such proceeds into the Book Debts Account;
- (BB) pay the proceeds of such collection and realisation into the Book Debts Account;
- (CC) so far as it is able, not incur any Indebtedness to any Account Bank nor permit any Account Bank to exercise any right of set off, counterclaim, withholding, deduction or combination of accounts with regard to the Bank Accounts.

NOTE: On and at any time after the occurrence of any Event of Default, the Lessor in its absolute discretion may by notice to the Company declare the security constituted by the Charge to be enforceable provided that at the time of such notice such Event of Default is continuing whereupon it shall be enforceable (and for the avoidance of doubt any Event of Default which has occurred under any Group Lease shall be treated as continuing notwithstanding the termination of such Group Lease and/or the entering into of any lease in respect of the same property whether pursuant to the Relevant Documents or otherwise).

NOTE: The Lessor may by notice to the Company convert either of the floating charges contained in the Charge into a fixed charge as regards such Floating Charge Property as the Lessor may specify (whether generally or specifically) in that notice (i) on, or at any time following, the occurrence of an Event of Default providing that such Event of Default is continuing at the time of conversion or (ii) at any time if it considers that there is a risk of such Charged Property being the subject of the levying of any distress, diligence, attachment, execution or other legal process being of the same or similar effect, becoming subject to a Security Interest in favour of any person other than the Lessor (other than a Permitted Security Interest) or otherwise being in jeopardy.

NOTE: If, without the prior written consent of the Lessor, the Company creates any Security Interest (other than a Permitted Security Interest) over any of the Floating Charge Property which is situate at the Legal Charge Property or which relates wholly or mainly to the Legal Charge Property or the business carried on at the Legal Charge Property, or attempts to do so, or if any person levies or attempts to levy any distress, diligence, attachment, execution or other legal process having the same or similar effect against any such Floating Charge Property, the first floating charge created by the Charge over such Floating Charge Property the subject of such Security Interest or process will be deemed automatically, without notice, to have been converted into a fixed charge immediately before such event occurs.

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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. 03010116

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING CHARGE DATED THE 24th MARCH 2000 AND CREATED BY SPECIALITY CARE (REST HOMES) LIMITED FOR SECURING ALL MONIES DEBTS LIABILITIES AND OBLIGATIONS DUE OR TO BECOME DUE FROM THE CHARGOR, THE COMPANY OR ANY OTHER GROUP COMPANY (OR ANY ONE OR MORE OF THEM) TO PHF SECURITIES NO.3 LIMITED ON ANY ACCOUNT WHATSOEVER INCLUDING WITHOUT LIMITATION PURSUANT TO ANY OF THE RELEVANT DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 29th MARCH 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st MARCH 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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