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in black type, or
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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

3103526

Name of company

* NHP Securities No. 1 Limited ("NHPS1").

Date of creation of the charge

29 October 1999

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

A Supplemental Legal Charge (the "Supplemental Legal Charge") dated 29
October 1999 and made between NHPS1 and Care Homes No. 1 Limited (the
"Issuer").

Amount secured by the mortgage or charge

See Schedule 1

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

Care Homes No. 1 Limited whose registered office is PO Box 309, Ugland
House, South Church Street, Grand Cayman, Cayman Islands, British West
Indies (the "Issuer").

Postcode EC2M 3TG

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

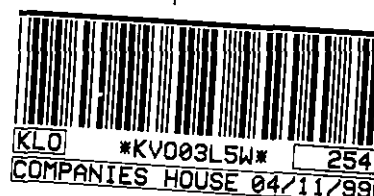
Clifford Chance
200 Aldersgate Street
London EC1A 4JJ

OMWJ/R1428/653/SRG/AJC

Time critical reference

For official Use
Mortgage Section

Post room



See Schedule 2.

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legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

None.

Signed

Clifford Chance

Date 3 November 1999

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

SCHEDULE 1

Amount Secured by the Mortgage or Charge

1. NHPS1 covenants with and undertakes to the Issuer:
 - 1.1 To pay, discharge, observe, perform and satisfy in all respects the Obligations in accordance with the respective terms of the Agreements for Overriding Lease and any and all Overriding Leases; and
 - 1.2 To indemnify the Issuer against any losses, costs, charges, expenses and liabilities arising from any breach of any of the Obligations.

For definitions of capitalised terms, where otherwise not defined herein please see Schedule 3.

SCHEDULE 2

Short Particulars of the Property Mortgaged or Charged

1. The Security

NHPS1 as beneficial owner and with full title guarantee (and with the intent that the security so constituted shall be a continuing security in favour of the Issuer) charges and assigns in favour of the Issuer with the payment and discharge of the Obligations by way of:

- 1.1 first legal mortgage, the Property;
- 1.2 first legal mortgage and assignment by way of security of all its right, title and interest in the benefit, both present and future, in the Agreement for Supplemental Overriding Lease; and
- 1.3 first fixed equitable charge, all its right, title and interest in the Block Insurance Policy and in all proceeds from all claims under the Block Insurance Policy in respect of the Property.

2. Perfection of Security

- 2.1 NHPS1 shall from time to time at the request of the Issuer do any act or execute in favour of the Issuer as it may reasonably direct but following the occurrence of an Event of Default NHPS1's obligation here is to execute all documents which the Issuer may request, such further or other assignments (whether legal or equitable), assignments, transfers, mortgages, standard securities, legal or other charges, securities, notices or documents as in each case the Issuer may require for:
 - (a) the improvement or perfection of the security constituted by the Debenture or the Supplemental Legal Charge or pursuant to the Debenture or the Supplemental Legal Charge or intended to be so constituted;
 - (b) more effectively providing security for the payment and discharge of the Obligations;
 - (c) the better realization of the security constituted by the Debenture or the Supplemental Legal Charge or pursuant to the Debenture or the Supplemental Legal Charge or intended to be so constituted; or
 - (d) the exercise or more effective exercise of the powers, authorities, directions, rights or remedies vested in the Issuer or any Receiver appointed under the Debenture or the Supplemental Legal Charge.
- 2.2 Any assignments (whether legal or equitable), assignments, transfers, mortgages, standard securities, legal or other charges, securities, notices or documents to be given by NHPS1 pursuant to the provisions of the Debenture and the Supplemental Legal Charge shall be consistent with the charges and securities created under the Debenture

and the Supplemental Legal Charge and shall be in such form and contain such provisions as the Issuer may require.

2.3 NHPS1 shall take such action as is available to it:

- (a) to perfect and protect the security intended to be conferred on the Issuer by or pursuant to the Debenture and the Supplemental Legal Charge;
- (b) to maintain the security intended to be created by or pursuant to the Debenture and the Supplemental Legal Charge;
- (c) to make all filings and registrations and to take all such other steps as may be necessary in connection with the creation, perfection or protection of security created by or pursuant to the Debenture and the Supplemental Legal Charge.

3. **Receiver**

At any time after having been requested so to do by NHPS1 or after the presentation of a petition for the making of an administration order in relation to NHPS1 or after an Event of Default the Issuer may appoint one or more persons to be a receiver or receivers of the whole or any part of the Charged Property.

For definitions of capitalised terms, where otherwise not defined herein please see Schedule 3.

SCHEDULE 3

Definitions

In this Form 395:

"Agreement for Further Overriding Lease" has the meaning given in the Deed of Master Definitions;

"Agreement for Overriding Lease" means any agreement for the grant of an Overriding Lease dated 11 April 1997 between NHPS1 or NHPS2 (as applicable), the Trustee and the Issuer and any Agreement for Further Overriding Lease entered into from time to time, and the phrase **"Agreements for Overriding Lease"** has the corresponding plural meaning;

"Agreement for Supplemental Overriding Lease" means the deed (*inter alia*) for the grant of an additional parcel of land, as is more particularly described in Part 2 of Schedule 1 of the Supplemental Legal Charge, as amended, varied or supplemented from time to time.

"Block Insurance Policy" means for NHPS1 and NHPS2 respectively the block insurance taken out by each of them with Norwich Union Fire Insurance Society Limited, numbers 9702NHP05096 and 9702NHP05907 respectively and any other insurance contract or contracts in replacement for, in addition to or substitution for either or both of them from time to time;

"Charged Property" has the meaning given in the Deed of Master Definitions;

"Debenture" means the debenture granted by NHPS1 in favour of the Issuer dated 11 April 1997;

"Deed of Master Definitions" means the deed of master definitions dated 11 April 1997.

"Event of Default" has the meaning given in the Deed of Master Definitions;

"NHPS2" means NHP Securities No. 2 Limited, having company registration number 3287983;

"Obligations" has the meaning given in the Deed of Master Definitions;

"Overriding Lease" has the meaning given in the Deed of Master Definitions;

"Property" means:

Name	Address	Title No	Registered Proprietor
The land edged blue on the plan (forming Schedule 2 of the Supplemental Legal Charge) being part of The Stoneyford Christian Nursing Home	Stoneyford Road, Sutton-in-Ashfield, Nottinghamshire	Part of NT232176	NHPS1 (pending registration)

“**Receiver**” has the meaning given in the Deed of Master Definitions;

“**Trustee**” means Royal Exchange Trust Company Limited (registered number 978338) or any substitute trustee appointed in accordance with the terms of the Trust Deed;

“**Trust Deed**” has the meaning given in the Deed of Master Definitions;

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 03103526

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE DATED THE 29th OCTOBER 1999 AND CREATED BY NHP SECURITIES NO. 1 LIMITED FOR SECURING THE COMPANY COVENANTS WITH AND UNDERTAKES TO CARE HOMES NO. 1 LIMITED (ISSUER) TO PAY DISCHARGE OBSERVE PERFORM AND SATISFY IN ALL RESPECTS THE OBLIGATIONS IN ACCORDANCE WITH THE RESOECTIVE TERMS OF THE AGREEMENTS FOR OVERRIDING LEASE AND ANY AND ALL OVERRIDING LEASES AND TO INDEMNIFY CARE HOMES NO. 1 LIMITED (ISSUER) AGAINST ANY LOSSES COSTS CHARGES EXPENSES AND LIABILITIES ARISING FROM ANY BREACH OF ANY OF THE OBLIGATIONS WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th NOVEMBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th NOVEMBER 1999.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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