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CHF P004

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write in
this margin*Please complete
legibly, preferably
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



Company number

3214702

522452/20

395

Name of company

***TOWER BRIDGE HOMES CARE LIMITED**

Date of creation of the charge

25 JULY 2002

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

DEED OF RENT ASSIGNMENT ("the Deed")

Amount secured by mortgage or charge

**All moneys, debts and liabilities from time to time due, owing or incurred by Tower
Bridge Homes Care Limited ("the Company") to Bank of Scotland ("the Bank") on any
current or other account whatsoever 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 as surety;

Please see continuation sheet 1.

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

The Governor and Company of the Bank of Scotland**Commercial Banking Services, Telford House, 3 Mid New Cultins,****Edinburgh**

Postcode

EH11 4DHPresentor's name address and
reference (if any): Davies Arnold
Cooper, 6-8 Bouverie Street, London
EC4Y 8DD; Ref.: 1090/128673.4

Time critical reference

For official use
Mortgage Secti

Short particulars of all the property mortgaged or charged

"Occupational Leases" means all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Property, the immediate reversion to which is vested in the Company.

"Property" means:

- (a) The land know as Sycamore Court Nursing Home, Little Warley Lodge, Little Warley, Essex, as registered at H.M. Land Registry under title number EX349590; and
- (b) The land know as Cedar Lodge Nursing Home (also known as Bay Tree Court), Normanby Road, Scunthorpe, as registered at H.M. Land Registry under title number HS265940.

Please see continuation sheet 1.

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

Particulars as to commission allowance or discount (note 2)

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

Signed Dave Arnold Cooper

Date 31/7/2002

On behalf of 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)

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

1

Company number

3214702

Name of company

TOWER BRIDGE HOMES CARE

Limited*

*delete if
inappropriate

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

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

- (e) in whatsoever name, firm or style;
- (f) in whatsoever currency denominated; or
- (g) otherwise;

including, without limitation, all Costs and all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting notes or bills, under bonds, guarantees, indemnities, documentary or other credits or any instruments from time to time entered into by the Bank for or at the request of the Borrower together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees, costs (including, without limitation, legal fees) on a full indemnity basis and other charges.

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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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"Rent" means all rent and other sums, present or future, owing to the Company by any person occupying the whole or any part of the Property under any Occupational Lease (including, without limitation, all amounts payable in respect of insurance, insurance rents, service charges and Taxes on such rent and other sums and any other running costs).

"Rent Account" means the interest bearing rent collection account with Barclays Bank Plc (sort code 20-77-67), designated as Tower Bridge Homes Care Limited Rent Account account number 60253006 or such other account as the Bank may in its absolute discretion require, as such account may be redesignated or renumbered from time to time.

"Rent Proceeds" means all sums from time to time standing to the credit of the Rent Account, all interest on such sums and all other amounts of whatsoever nature deriving directly or indirectly from such sums.

"Security Interest" means any mortgage, charge, assignment, pledge, lien, right of set-off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any "holdback" or "flawed asset" arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback arrangement, trust agreement, declaration of trust, trust arising by operation of law, 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.

"Permitted Security Interest" means:

- (a) the security constituted by the Deed; and
- (b) liens arising by operation of law in the ordinary course of business.

1.1 By way of absolute assignment, all the Company's rights, title, interest and benefit in and to the Rent and all personal covenants given by any tenant or guarantor (including without limitation Southern Cross Healthcare (West) Limited) of such tenant under any Occupational Lease;

1.2 By way of first fixed charge all the Company's rights, title, interest and benefit (if any) in and to the Rent which remain vested in the Company after the assignment referred to in Clause 1.1 above;

1.3 By way of first fixed charge all the Company's rights, title, interest and benefit (if any) in and to the Rent Proceeds which remain vested in the Company after the assignment referred to in Clause 1.1 above; and

1.4 By way of first fixed charge all the Company's rights, title and interest in the Rent Account and any monies from time to time standing to the credit of the same.

Please see continuation sheet 2.

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**Particulars of a mortgage or charge
(continued)**

*delete if inappropriate

Company number

3214702

TOWER BRIDGE HOMES CARE

Limited*

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

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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2. The Deed contains restrictions such that the Company shall not:

- 2.1 create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Rent or the Rent Proceeds except for any Permitted Security Interest;
- 2.2 convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Rent or the Rent Proceeds;
- 2.3 permit or agree to any variation of the rights attaching to the whole or any part of the Rent or the Rent Proceeds; or
- 2.4 do, cause or permit to be done anything which may in the opinion of the Bank, in any way depreciate, jeopardise or otherwise prejudice the value to the Bank (whether monetary or otherwise) of the whole or any part of the Rent or the Rent Proceeds.

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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. 03214702

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF RENT ASSIGNMENT DATED THE 25th JULY 2002 AND CREATED BY TOWER BRIDGE HOMES CARE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 31st JULY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd AUGUST 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

PPC