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COMPANIES FORM No. 395

70833 7/299

Particulars of a mortgage or charge

395

A fee of £13 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

[2713]

03287957

Name of company

* NHP Securities No.3 Limited (the "Chargor")

Date of creation of the charge

15 January 2007 (the "Issue Date")

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

The standard security entered into on the Issue Date by the Chargor in favour of the Security Agent (as "Chargee") (the "Standard Security").

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any secured creditor under each Finance Document, except for any obligation which if it were so included, would result in any Chargor contravening Section 151 of the Companies Act, 1985 or any equivalent and applicable provisions under the laws of the jurisdiction of incorporation of the relevant chargor (the "Secured Liabilities").

Please see attached Continuation Sheet 2 for defined terms used in this Form 395.

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

Credit Suisse International
One Cabot Square, London

Postcode E14 4QJ

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

Attn: N.McFerran
Cadwalader, Wickersham &
Taft LLP
265 Strand
London, WC2R 1BH
923178.01

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



LD7

LCSW7MP3

01/02/2007

468

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please refer to Continuation Sheet 2 attached.

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

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

Signed Geduraladen Wickersham Staffer Date 1 February 2007

On behalf of ~~XXXXXX~~ [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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

FORM 395 – PARTICULARS OF A MORTGAGE OR CHARGE

CONTINUATION SHEET 1

Definitions

In this Form 395, so far as the context admits, the following expressions have the following meanings:

“Business Day” means a day (other than a Saturday or a Sunday) on which banks are open for general business in London.

“CH1” means Care Homes No. 1 Limited, a company incorporated in the Cayman Islands with registration number 71496.

“CH2” means Care Homes No. 2 Limited, a company incorporated in the Cayman Islands with registration number 84926.

“CH3” means Care Homes No. 3 Limited, a company incorporated in the Cayman Islands with registration number 91881.

“Counterparty” means Credit Suisse International.

“Duty of Care Agreement” means the duty of care agreement dated on or about the date of the Facility Agreement between among others NHPM and the Security Agent and any other duty of care agreement between a managing agent and the Security Agent.

“Facility Agreement” means the senior term and revolving facility agreement for up to £1,172,000,000 entered into on the Issue Date between among others, Libra No. 3 Limited and the Chargee.

“Fee Letter” means any letter entered into by reference to the Facility Agreement between one or more Finance Parties and Libra No. 3 Limited setting out the amount of certain fees referred to in the Facility Agreement.

“Final Maturity Date” means, subject to clause 6.2 (*Extension of Final Maturity Date*) of the Facility Agreement, 15 January 2009 (or, if that is not a Business Day, the immediately succeeding Business Day).

“Finance Document” means:

- (a) Facility Agreement;
- (b) a Security Document;
- (c) any Hedging Arrangement;
- (d) the Guarantee and Subordination Agreement;
- (e) a Fee Letter;
- (f) each Duty of Care Agreement;

- (g) a Transfer Certificate; or
- (h) any other document designated as such by the Security Agent and Libra No. 3 Limited.

"Finance Party" means a Lender, the Counterparty or the Security Agent.

"Guarantee and Subordination Agreement" means the guarantee and subordination agreement dated on or about the date of the Facility Agreement between the Obligors, the Shareholder, the Security Agent and Credit Suisse as security agent for the Mezzanine Finance Parties.

"Hedging Arrangement" means any interest hedging arrangement entered into by the Libra No. 3 Limited in connection with interest payable under the Facility Agreement and the forward starting seven year swap entered into by Libra No. 3 Limited on the date of the Facility Agreement to hedge the refinancing risk of the Loan on the Final Maturity Date.

"Leases" means the leases to which each Property is or shall be subject from time to time and which shall include all licenses, wayleaves and other rights deriving from the Chargor's interest in the Property from time to time and **"Lease"** means any such of them as the context shall require.

"Lender" means:

- (a) the Original Lender; or
- (b) any person which becomes a Lender after the date of the Facility Agreement.

"Libra CH2 Propco" means Libra Careco CH2 Propco Limited a company incorporated in England and Wales with registration number 5555758

"Libra CH3 Propco" means Libra Careco CH3 Propco Limited a company incorporated in England and Wales with registration number 5579560.

"Loan" means, unless otherwise stated in the Facility Agreement, the principal amount of the borrowing under the Facility Agreement or the principal amount outstanding of that borrowing.

"Mezzanine Finance Parties" means the Finance Parties as defined in the Mezzanine Loan Agreement.

"Mezzanine Loan Agreement" means the £70,000,000 loan agreement dated on or about the date of the Facility Agreement between the Mezzanine Finance Parties and the Shareholder as Borrower.

"NHP York" means NHP Operations York Limited, a company incorporated in England and Wales with registration number 4611037.

"NHPL" means NHP Limited, a company incorporated in England and Wales with registration number 02798607.

"NHPM" means NHP Management Limited, a company incorporated in England and Wales with registration number 03288142.

"NHPS 1" means NHP Securities No. 1 Limited, a company incorporated in England and Wales with registration number 3103526.

"NHPS 10" means NHP Securities No. 10 Limited, a company incorporated in Jersey with registration number 74952.

"NHPS 12" means NHP Securities No. 12 Limited, a company incorporated in Jersey with registration number 75287.

"NHPS 2" means NHP Securities No. 2 Limited, a company incorporated in England and Wales with registration number 3287983.

"NHPS 3" means the Chargor.

"NHPS 5" means NHP Securities No. 5 Limited, a company incorporated in Jersey with registration number 72721.

"NHPS 8" means NHP Securities No. 8 Limited, a company incorporated in Jersey with registration number 74211.

"Northern Irish Security Agreement" means a security agreement to be governed by Northern Irish law to be entered into by the relevant Propco in favour of the Security Agent in respect of any Property (under the Facility Agreement) located in Northern Ireland.

"Obligor" means Libra No. 3 Limited or the Guarantors listed in Schedule 1 to the Facility Agreement.

"Original Lender" means CS 1 Funding Limited.

"Propco" means each of Libra CH2 Propco, Libra CH3 Propco, CH1, CH2, CH3, NHPL, NHPS 1, NHPS 2, NHPS 3, NHPS 5, NHPS 8, NHPS 10, NHPS 12, NHP York and NHPM.

"Properties" means:

- (a) all and whole the subjects known as Balfarg, Glenrothes registered in the Land Register of Scotland under title number FFE6226; and
- (b) all and whole that plot or area of ground at Shore Street, Campbeltown situated in the Royal Burgh of Campbeltown and County of Argyll, containing thirty five decimal or one hundredth parts of an acre or thereby Imperial Standard Measure which plot or area of ground is shown delineated and outlined in red on the plan annexed and signed as relative to the Disposition by Tulloch Projects (Argyll) Limited in favour of Highfield Leasing Limited dated Twentieth and recorded in the Division of the General Register of Sasines applicable to the County of Argyll on Thirtieth May Nineteen hundred and sixty six; But excepting therefrom all and whole that area of ground situated to the northeast of Shore Street, Campbeltown in the County of Argyll extending said area of ground to Twenty two square metres or thereby which plot or area of ground is described and disposed by and delineated in black

and coloured pink on the plan annexed and subscribed as relative to Disposition by Highfield Leasing Limited in favour of Scottish Hydro-Electric plc dated Thirtieth May and Fourth June and recorded in the said Division of the General Register of Sasines on Twenty ninth October all Nineteen hundred and ninety seven; Together with by way of inclusion and not exception (One) the whole buildings and other erections on the said plot of ground; (Two) the parts, privileges and pertinents thereof; (Three) the fittings and fixtures in and upon the said plot of ground; (Four) our whole right title and interest and future therein and thereto and (Five) the heritable and irredeemable servitude rights specified in the said Disposition by Tulloch Projects (Argyll) Limited in favour of Highfield Leasing Limited dated and recorded as aforesaid and "Property" means such of them as the context shall require.

"Rents" means all sums payable or which will become payable in terms of the Leases and/or derived from the Properties by way of rent including all interest or payments on late payment of such rent and the whole amount of any future interest in rent resulting from the provisions of the Leases for review of rent.

"Security Agent" means Credit Suisse, London Branch.

"Security Agreement" means a security agreement under English law constituting first ranking security (including legal mortgages and fixed and floating charges) entered into by an Obligor in favour of the Security Agent.

"Security Document" means:

- (a) each Security Agreement;
- (b) each Share Security Agreement;
- (c) each Standard Security;
- (d) each Northern Irish Security Agreement;
- (e) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to a Finance Party under the Finance Documents; and
- (f) any other document designated as such by the Security Agent and Libra No. 3 Limited.

"Share Security Agreement" means a mortgage, pledge, charge or other security interest over or in respect of the shares of an Obligor in favour of the Security Agent.

"Shareholder" means Libra No.2 Ltd (registered in the Cayman Islands with registration number CT-161489).

"Standard Conditions" means the Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (the "1970 Act").

“Standard Security” means a standard security including an assignation of rents in relation to a Property (under the Facility Agreement) located in Scotland granted or to be granted by an Obligor in favour of the Security Agent.

“Transfer Certificate” means a certificate, substantially in the form of Schedule 5 (*Form of Transfer Certificate*) to the Facility Agreement, with such amendments as the Lenders may approve or reasonably require or any other form agreed between the Lenders and Libra No. 3 Limited.

FORM 395 – PARTICULARS OF A MORTGAGE OR CHARGE

CONTINUATION SHEET 2

Short particulars of all the property mortgaged or charged

1 SECURITY

- 1.1 Pursuant to clause 3.1 (*Grant*) of the Standard Security, as continuing security for the payment or discharge of the Secured Liabilities the Chargor has granted a standard security in favour of the Security Agent over all and whole the Property and the Standard Conditions as amended were applied.
- 1.2 The Chargor granted warrandice; excepting therefrom the Leases.
- 1.3 Pursuant to clause 4.5 (*Assignment of Rights*) of the Standard Security, the Chargor has assigned to the Chargee all claims and rights competent or that may become competent to it to payments of compensation under any statute or by reason of any compulsory acquisition, requisition, variation or discharge of land conditions or other exercise of statutory powers or rights or fulfilment of statutory obligations or by reason of any refusal, withdrawal or notification of planning permission or any control or limitation imposed upon or affecting the use of the Property.
- 1.4 Pursuant to clause 5 (*Assignment of Rents*) of the standard security, the Chargor has assigned, conveyed and made over to the Chargee the Rents with full power to the Chargee to demand, uplift and claim payment of any such sum or sums payable or to become payable to the Chargee by way of Rents and to grant receipts and discharges thereof; and the Chargor has granted warrandice in respect of the assignment of Rents.

2 NEGATIVE PLEDGE

- 2.1 Pursuant to clause 8 (*Forebearance, Severability and Variations*) of the Standard Security, no variation of the Standard Security is valid and or constitutes part of the Standard Security, unless such variation is made in writing and signed by the Chargee (on behalf of the Lenders) and the Chargor (on behalf of the Chargor) or by all parties.
- 2.2 Pursuant to clause 12 (*Warranty*) of the Standard Security, the Chargor has warranted and represented to the Chargee that no charge, security, lien, hypothec or other security of whatsoever interest, other than in favour of the Chargee, has been created by or registered against the Chargor or any of the Properties and, other than in favour of the Chargee, none will be so registered prior to the date of registration of the Standard Security.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03287957

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A THE STANDARD SECURITY DATED THE 15th JANUARY 2007 AND CREATED BY NHP SECURITIES NO. 3 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ANY SECURED CREDITOR 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 1st FEBRUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th FEBRUARY 2007.

10/2



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES