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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

1990

3287957

Name of company

* NHP SECURITIES NO. 3 Limited

Date of creation of the charge

13 July 1999

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

Supplemental Debenture

Amount secured by the mortgage or charge

04.

"Secured Obligations" - The Company covenanted with the Security Trustee for the Beneficiaries to discharge each and every liability which the Company has or may have thereafter to the Security Trustee (whether for its own account or as trustee for the Beneficiaries) or any of the other Beneficiaries (and whether solely or jointly with one or more persons and whether as principal or as surety) under or pursuant to the Facility Documents as defined in the Facility Agreement, (including the Facility Agreement and the Debenture) including any liability in respect of any further advances made thereunder and pay to the Security Trustee when due and payable every sum (of principal, interest or otherwise) owing, due or incurred by the Company to the Security Trustee (whether for its own account or as trustee for the Beneficiaries) or any of the other Beneficiaries in respect of any such liabilities provided that;

(i) there shall be excluded from the covenant any liability or sum which would, but for this proviso, cause such covenant or the security which would otherwise be constituted by the Debenture for such liability or

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 EH11 4DH
("the Bank of Scotland")

Postcode

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

Clifford Chance
200 Aldersgate Street
London
EC1A 4JJ

SRG/B1189/556/PDS

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

"Beneficiaries" - means the Security Trustee, the Arranger, the Agent, the Initial Beneficiaries and each other person from time to time party to the Facility Agreement pursuant to an assignment or transfer made in accordance with the Facility Agreement provided that such other person shall have executed and delivered to the Security Trustee either an undertaking in the form set out in the Second Schedule to the Security Trust Agreement which has been countersigned by the Security Trustee or a Transfer Certificate which has been countersigned by the Agent.

"Charged Property" - means, subject to any contrary indication, the undertaking, property and assets of the Company from time to time charged in favour of, or assigned (whether at law or in equity) to, the Security Trustee by or pursuant to the Security Documents.

"Company" - NHP Securities No. 3 Plc (Company No. 3287957) of 6 Broad Street Place, London EC2M 7JH

"Debenture" - a Debenture granted by the Company in favour of the Security Trustee and dated 11 April 1997 as amended, restated, varied, supplemented or novated from time to time

"Facility Agreement" - a merged facility agreement between the Company, Bank of Scotland as Arranger, Bank of Scotland Plc as Agent and the Security Trustee and the Banks named therein and dated 4 April 1997 as amended,

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Particulars as to commission allowance or discount (note 3)

None

Signed

Clifford Chance

Date

15/7/99

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

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

3287957

Name of Company

NHP Securities No. 3 Limited

~~limited~~

* delete if
inappropriate

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

or sum to constitute unlawful financial assistance prohibited by Section 151 of the Companies Act 1985; and

(ii) every payment by the Company of any sum in respect of the liabilities covenanted in the Debenture to be discharged by the Company to or for the account of the Beneficiary to whom the same is due and payable which is made in accordance with the terms of the Facility Document under which sum is payable to such Beneficiary shall operate in satisfaction pro tanto of such covenant

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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restated, varied, supplemented or novated from time to time.

"Real Property" - all such freehold interest properties listed on the attached schedule more particularly described in a transfer of even date made between (1) Knavesmire Nursing Homes Limited and (2) NHP Securities No. 3 Limited together with all buildings, trade and other fixtures, fixed plant and machinery and other immovable property from time to time thereon and each and every part thereof.

"Security" - means the security interests from time to time constituted by or pursuant to or evidenced by the Security Documents.

"Security Trustee" - The Governor and Company of the Bank of Scotland, Commercial Banking Services, Telford House, 3 Mid New Cultins, Edinburgh EH11 4DH

"Supplemental Debenture" - a supplemental debenture granted by the Company in favour of the Security Trustee and dated 13 July 1999.

1. The Company (and to the extent that the security so constituted shall be a continuing security in favour of the Security Trustee as trustee for the Beneficiaries) charged with full title guarantee the Real Property by way of first legal mortgage with the payment and discharge of the Secured Obligations.

2. The Company (and to the extent that the security so constituted shall be a continuing security in favour of the Security Trustee as trustee for the Beneficiaries) assigned with full title guarantee to the Security Trustee for the Beneficiaries (unless such shall not be capable of assignment and subject to any necessary consents to any such assignments being forthcoming) all rights and claims to which the Company is now or may hereafter become entitled in relation to the Real Property including those against any manufacturer, supplier or installer of such property, any builder, contractor or professional adviser engaged in relation to any such property and any lessee, sub-lessee or licensee of any of the Real Property (including any rent deposit deed) and any guarantor or surety for the obligations of such person but excluding those in relation to the Documents (as defined in the Debenture and the Facility Agreement).

3. The Company has given the Security Trustee further assurances to perfect the Security as more particularly defined in Clause 5 of the Debenture.

4. The Company undertook to ensure that at no time during the subsistence of the Security will any member of the Group otherwise than with the prior consent of the Security Trustee (and in deciding whether to grant or withhold its consent the Security Trustee shall have due regard to whether such is permitted under the terms of the Facility Agreement and whether the Company is in compliance with its obligations thereunder) or where required under the Facility Agreement with the prior consent of an Instructing Group or Super Instructing Group or, in relation to any assignment or assignation of any Lease, with the prior written consent of a Super Instructing Group in accordance with Clause 19.2(v) of the Facility Agreement or, in relation to an amendment or waiver of the terms of any lease affecting the Real Property, with the prior written consent of an Instructing Group, and then only in accordance with any relevant provision in the Facility Agreement or any other Facility Document:

- (i) create or permit to subsist any encumbrance over all or any of the Charged Property other than a permitted encumbrance;
- (ii) (disregarding disposals in any financial year of assets having in aggregate a book value of not more than £100,000) sell, lease, transfer or otherwise dispose of, by one or more transactions (whether related or not), the whole or any part of the Charged Property unless each such disposal is on arm's length terms for full market value. Provided always that (without prejudice to any of the Company's obligations under the Facility Documents) the Company shall at all times remain in compliance with provisions of the Facility Agreement;

SCHEDULE

County and District/ London Borough	Description of Property	Title Number
Staffordshire : Stoke on Trent	Freehold land and buildings Known as Erskine Hall Nursing Home, Watford Road, Northwood HA6 3PA	HD 290240 and HD 113117
Enfield	Freehold land and buildings Known as Nairn House Care Centre, 7 Garnault Road, Forty Hill, Enfield	MX 197163
Cheshire : Congleton	Freehold land and buildings known as Newton Court Care Centre, St. Ann's Road, Middlewich	CH 390165
Greater Manchester : Rochdale	Freehold land and buildings known as Millfield Care Centre, Bury New Road, Heywood, Manchester	GM 608227
Croydon	Freehold land and buildings known as Oban House Nursing and Care Home 42- 46 Bramley Hill, South Croydon CR2 6NS	SY 58814
West Midlands : Dudley/Sandwell	Freehold land and buildings known as Waterside Care Centre, Dudley Road, Tipton West Midlands, DY4 8EG	WM 313917 and WM 351848
	Freehold land and buildings known as Camberwell Green Care Centre, 54 Camberwell Gardens, London SE5	SGL 502718

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Tyne & Wear : Sunderland	Freehold land and buildings Known as Falstone Manor Care Centre, Whitburn Road, Roker, Sunderland, Tyne & Wear SR6 9NQ	TY 297400
North Yorkshire : Harrogate	Freehold land and buildings known as Grosvenor House Care Centre, 39 Duchy Road, Harrogate, HG1 2HA	NYK 92053 and NYK64813

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

^(iii) grant or agree to grant any licence for consent, whether expressly or by conduct, for assignment, parting with or sharing possession or occupation, underletting, change of use or alterations in relation to any lease to which any of the Charged Property may from time to time be subject and the Company will procure that no person shall become entitled to assert any proprietary interest or right over, or which may affect the value of, any of the charged Property; or
(iv) exercise any of the powers reserved to a mortgagor by Sections 99 and 100 of the Law of Property Act 1925 or otherwise agree to grant any lease or tenancy or licence of or relating to all or any of the Charged Property or accept or agree to accept a surrender, cancellation, assignment, charge, or any other disposal of any lease, tenancy, licence, credit sale agreement or hire purchase agreement thereof or agree to any amendment, variation or waiver (save of a minor nature) to the terms of any lease, tenancy or licence thereof or relating thereto.

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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. 03287957

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE DATED THE 13th JULY 1999 AND CREATED BY NHP SECURITIES NO. 3 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (AS SECURITY TRUSTEE FOR THE BENEFICIARIES) ON ANY ACCOUNT WHATSOEVER UNDER OR PURSUANT TO THE FACILITY DOCUMENTS (AS DEFINED IN THE FACILITY AGREEMENT) INCLUDING THE FACILITY AGREEMENT DATED 4 APRIL 1997 AND THE DEBENTURE DATED 11 APRIL 1997 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th JULY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st JULY 1999.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



COMPANIES HOUSE

HC026B