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COMPANIES FORM No. 395

AC 00400107

Particulars of a mortgage or charge

395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. 16 DEC 2003

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

QIGIST

3287957

Name of company

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

Date of creation of the charge

28 November 2003

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

Assignment of Operator Lease Security (the "Assignment") dated 28 November 2003 between the Company and the Governor and Company of the Bank of Scotland (the "Security Trustee")*

Amount secured by the mortgage or charge

The "Secured Obligations" as defined in the attached Schedule.

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

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

Postcode EH11 4DM

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

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

For official Use
Mortgage Section

Post room



LD5
COMPANIES HOUSE

0202
16/12/03

Time critical reference

AVW/B1189/01720/DNP

Short particulars of all the property mortgaged or charged

Under the Assignment, the Company assigned and agreed to assign absolutely with full title guarantee to the Security Trustee (to the fullest extent assignable or capable of assignment without first infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such assignment has been granted)), as security for the payment and discharge of the Secured Obligations, the benefit of all of its right, title and interest to, in and under all present and future all its rights, benefits and title in respect of the Operator Lease Security (as defined in the Schedule 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

Signed *Clifford Chance LLP*

Date 16 December 2003

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 CF14 3UZ

Schedule to Form 395 dated 2 December 2003
for NHP Securities No.3 Limited (registered in England and Wales number 3287957)

1. DEFINED TERMS

1.1 In this form 395 the following terms have the following meanings:

"Accession Undertaking" means an undertaking in the form set out in Schedule 2 to the Security Trust Agreement.

"Agent" means the Governor and Company of the Bank of Scotland.

"Arranger" means the Governor and Company of the Bank of Scotland.

"Banks" means the financial institutions listed at Schedule 1 of the Facility Agreement, and each a Bank.

"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 Accession Undertaking which has been countersigned by the Security Trustee or a Transfer Certificate which has been countersigned by the Agent.

"Facility Agreement" means the agreement dated 4 April 1997 as amended from time to time, between NHP Securities No.3 Limited ("**NHPS3**") and the Governor and Company of the Bank of Scotland and financial institutions set out therein.

"Facility Document"

"Initial Beneficiaries" means the financial institutions named in Schedule 1 of the Security Trust Agreement as Initial Beneficiaries.

"Operator" means the tenant from time to time pursuant to each Operator Lease.

"Operator Lease" means each lease of a Property as set out in Appendix B.

"Operator Lease Security" means all or any security given by each Operator in respect of the relevant Operator Lease and where the context requires all such security given in respect of all or any Operator Leases, as set out in Appendix C.

"Original Debenture" means the debenture dated 11 April 1997 granting, inter alia, fixed and floating charges over the whole of NHPS3's property and undertaking, in form and substance satisfactory to the Agent, entered into by NHPS3 in favour of the Security Trustee as security for the obligations of NHPS3 under the Facility Agreement.

"Properties" means the real property as set out in Appendix A and "Property" means each of them.

"Secured Obligations" means the discharge of each and every liability which the Company may now or thereafter have 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 (including the Original 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) now or thereafter 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

"Security Trust Agreement" means the Agreement dated 28 November 2003 and entered into between the Company and the Security Trustee.

"Transfer Certificate" means a certificate substantially in the form set out in the - Second Schedule to the Facility Agreement signed by a Bank and a Transferee.

"Transferee" means a bank or other financial institution to which a Bank seeks to transfer all or part of such Bank's rights and obligations under the Facility Agreement

2. **ADDITIONAL INFORMATION.**

- 1.1 The Assignment contains a covenant for further advances clause.
- 1.2 The Assignment is supplemental to the Original Debenture.

APPENDIX A

THE PROPERTIES

Name and Address	Current Operator	Title Number of Operator Lease
Abbeygate Residential Home 42 Quarry road St Giles Road Winchester Hampshire SO23 0TS	Avon Park Care Centre Limited	HP561460
The Fountains Nursing Home Victoria Park Swinton Hall Road Swinton Near Manchester M27 1DZ	Britannia Leased Homes Limited	GM787346
Milverton Gates (formerly Stoke Lodge) Nursing Home Lodge Road Aldermoor Lane Stoke Coventry CV3 1FU	Highfield Care Homes No. 2 Limited	WM687527
The Limes Nursing Home Main Street Whaley Thorns Nether Langwith Mansfield Derbyshire NG20 9HU	Highfield Healthcare Centres Limited	DY305573
Woodcross House (Sedgley) Nursing Home Woodcross Street Woodcross Wolverhampton West Midlands WV14 9RT	Highfield Healthcare Centres Limited	WM679913

APPENDIX B
(OPERATOR LEASES)

Property	Parties	Date
Abbeygate Residential Home	(1) NHP Securities No. 3 Limited (2) Avonpark Care Centre Limited (3) Care Estates Limited	14 August 1998
The Fountains Nursing Home	(4) NHP Securities No. 3 Limited (5) Britannia Leased Homes Limited (6) Britannia Healthcare Limited	1 July 1999
Milverton Gates (formerly Stoke Lodge) Nursing Home	(7) NHP Securities No. 3 Limited (8) Union Amicare Limited (9) Union Healthcare Limited (10) Union Healthcare Group Limited (11) Union Healthcare (Midlands) Limited (formerly Union Healthcare (Woodcross) Limited) (12) Union Healthcare (N.E.) Limited	11 August 1998
The Limes Nursing Home	(13) NHP Securities No. 3 Limited (14) Union Healthcare (Midlands) Limited formerly Union Healthcare (Woodcross) Limited (15) Union Healthcare Limited (16) Union Healthcare Group Limited (17) Union Healthcare (N.E.) Limited (18) Union Healthcare (Central) Limited (19) Union Amicare Limited	26 November 1998

Property	Parties	Date
Woodcross House (Sedgley) Nursing Home	(20) NHP Securities No. 3 Limited (21) Union Healthcare (Midlands) Limited (formerly Union Healthcare (Woodcross) Limited. (22) Union Healthcare Limited (23) Union Healthcare Group Limited	12 May 1998

APPENDIX C

OPERATOR LEASE SECURITY

Property	Security	Original Parties	Date
Abbeygate Residential Home	Rent Deposit Deed	(24) NHP Securities No. 3 Limited (25) Avonpark Care Centre Limited	28 August 1998
	Mortgage Debenture	(26) Avonpark Care Centre Limited (27) NHP Securities No. 3 Limited	14 August 1998
	Lease Guarantee	Care Estates Limited	14 August 1998
	Deed of Covenant	Given by Care Estates Limited in favour of NHP Securities No. 3 Limited	14 August 1998
	Designated Account Letter	From Avonpark Care Centre Limited to NHP Securities No. 3 Limited	14 August 1998
	Letter in respect of Designated Account	Acknowledged on behalf of Midland Bank Plc, Bath	4 September 1998
	Deed of Priorities	(28) Avonpark Care Centre Limited (29) NHP Securities No. 3 Limited (30) Dunbar Bank Plc	15 April 1998
The Fountains Nursing Home	Rent Deposit Deed	(31) NHP Securities No. 3 Limited (32) Britannia Leased Homes Limited	1 May 1998
	Mortgage Debenture	(33) Britannia Leased Homes Limited (34) NHP Securities No. 3 Limited	1 May 1998
	Mortgage Debenture	(35) Britannia Leased Homes Limited (36) NHP Securities No. 3 Limited	1 May 1998

Property	Security	Original Parties	Date
	Lease Guarantee	Britannia Healthcare Limited	1 May 1998
	Designated Account Letter	From Britannia Leased Homes Limited to NHP Securities No. 3 Limited	1 May 1998
	Letter in respect of the Designated Account	Acknowledged by NatWest Bank Plc, Chesterfield	30 March 2000
Milverton Gates Nursing Homes	Rent Deposit Deed	(37) NHP Securities No. 5 Limited (38) Highfield Care Homes No. 2 Limited (39) Highfield Care Homes Limited	24 January 2003
	Mortgage Debenture	(40) Highfield Care Homes No. 2 Limited (41) NHPS Securities No. 5 Limited	24 January 2003
	Deed of Guarantee	(42) NHP Securities No. 5 Limited (43) Highfield Care Homes Limited	24 January 2003
	Deed of Covenant	Given by Highfield Care Homes Limited in favour of NHP Securities No. 5 Limited	24 January 2003
The Limes Nursing Homes	Rent Deposit Deed	(44) NHP Securities No. 5 Limited (45) Highfield Healthcare Centres Limited (46) Highfield Holdings Limited	7 May 2003
	Mortgage Debenture	(47) Highfield Healthcare Centres Limited (48) NHP Securities	7 May 2003

Property	Security	Original Parties	Date
		No. 5 Limited	
	Deed of Guarantee	(49) NHP Securities No. 5 Limited (50) Highfield Holdings Limited	7 May 2003
	Deed of Covenant	Given by Highfield Holdings Limited in favour of NHP Securities No. 5 Limited	7 May 2003
Woodcross House (Sedgley) Nursing Homes	Rent Deposit Deed	(51) NHP Securities No. 5 Limited (52) Highfield Healthcare Centres Limited (53) Highfield Holdings Limited	28 January 2003
	Mortgage Debenture	(54) Highfield Healthcare Centres Limited (55) NHP Securities No. 5 Limited	28 January 2003
	Deed of Guarantee	(56) NHP Securities No. 5 Limited (57) Highfield Holdings Limited	28 January 2003
	Deed of Covenants	Given by Highfield Holdings Limited in favour of NHP Securities No. 5 Limited	28 January 2003

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 AN ASSIGNMENT OF OPERATOR LEASE SECURITY DATED THE 28th NOVEMBER 2003 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 OR ANY OF THE OTHER BENEFICIARIES 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 16th DECEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th DECEMBER 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

Handwritten signature/initials