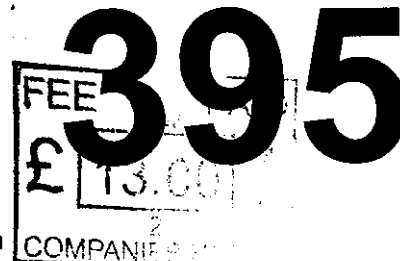


1086 17/13

M**Particulars of a mortgage or charge****CHFP000**

A fee of £13 is payable to Companies House in respect of each register entry for the 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

257

03287957

Name of Company

NHP SECURITIES NO.3 LIMITED (the "Company")

Date of creation of the charge

11 April 2005

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

Debenture dated 11 April 2005 (the "**Debenture**") created by the Company in favour of Barclays Bank PLC as security agent and trustee for the Secured Parties (as defined below) (the "**Security Agent**").

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

Barclays Bank PLC as Security Agent

5, The North Colonnade, Canary Wharf, London

Postcode

E14 4BB

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

Linklaters
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000

Ref: Chris Tart/ Martin MacDonald

Time critical reference

For official Use
Mortgage Section

Post room



LD5
COMPANIES HOUSE

LXIY04G6

0349
15/04/05

Short particulars of all the property mortgaged or charged

(PLEASE SEE ATTACHED CONTINUATION SHEET)

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)

Nil

Signed

Linklater

Date

15 April 2005

On behalf of mortgagee/chargee

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Note

[†] Delete as appropriate

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, e.g. "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 including 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

Page 2

Name of Company
NHP SECURITIES NO.3 LIMITED

Company Number
03287957

Amount secured by the mortgage or charge

The "**Liabilities**", which are defined in the Debenture as meaning 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 all or any of the Secured Parties under each or any of the Finance Documents, in each case together with:

- (a) all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its rights under any Finance Document; and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents.

Short particulars of all the property mortgaged or charged

1 Creation of Security

1.1 Assignments

1.1.1 Each Chargor, with full title guarantee, as security for the payment or discharge of all Liabilities, assigns to the Security Agent (as trustee for the Secured Parties):

- (i) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies (subject to the prior claims, if any, of any third parties in respect of those Insurance Policies);
- (ii) all its rights, title and interest from time to time in respect of the Hedging Documents;
- (iii) all of its rights, title and interest from time to time in respect of the Accounts other than Excluded Assets; and
- (iv) all of its rights, title and interest from time to time in respect of each Occupational Lease,

provided that on payment or discharge in full of the Liabilities the Security Agent will at the request and cost of that Chargor reassign the Insurance Policies and/or the Hedging Documents and/or the Accounts and/or the Occupational Leases to that Chargor (or as it shall direct).

1.1.2 Until the occurrence of an Enforcement Event, the relevant Chargor may continue to deal with counterparties to the Insurance Policies and/or the Hedging Documents and/or the Accounts and/or the Occupational Leases (subject in each case to the terms of the Finance Documents).

1.2 Fixed Security

Each Chargor, with full title guarantee, as security for the payment or discharge of all Liabilities, charges to the Security Agent:

1.2.1 by way of legal mortgage, all Land (excluding Excluded Land) in England and Wales now or in the future vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of the Debenture or a Deed of Accession and Charge, including the Land described in Schedule 2 (*Non-Securitised Property*) to the Debenture, set out in Note 2;

1.2.2 by way of fixed charge:

- (i) all other Land (other than Excluded Land) which in the future becomes, its property;
- (ii) all interests and rights in or relating to Land (excluding Excluded Land) or the proceeds of sale of Land (excluding Excluded Land) now or in the future belonging to it;
- (iii) all plant and machinery now or in the future attached to any Land (other than Excluded Land) which, or an interest in which, is charged by it under the preceding provisions of this paragraph 1.2;

Short particulars of all the property mortgaged or charged

- (iv) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land (excluding Excluded Land);
- (v) all Specified Investments which are now, or in the future become, its property, other than Excluded Assets;
- (vi) all Derivative Rights now or in the future accruing in respect of its Specified Investments;
- (vii) to the extent not assigned pursuant to paragraph 1.1 above, all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them and payable to the relevant Obligor) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture and subject as mentioned in paragraph 1.1.1(i);
- (viii) all its goodwill and uncalled capital for the time being;
- (ix) all Intellectual Property now or in the future belonging to it legally or beneficially, including, subject to any necessary consent from a co-proprietor being given (which consent the relevant Obligor shall use all its reasonable endeavours to obtain), any Intellectual Property which it owns, or (to the extent of its interest) in which it now or in the future has an interest, together with others;
- (x) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraph 1.2.2(ix) of this paragraph;
- (xi) all Receivables now or in the future owing to it, other than Excluded Assets;
- (xii) all Intercompany Debt now or in the future owing to it;
- (xiii) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under paragraph 1.1 (*Assignments*);
- (xiv) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the provisions of the Debenture;
- (xv) to the extent not assigned pursuant to paragraph 1.1.1 above, each Account and all moneys at any time standing to the credit of any Account, other than Excluded Assets;
- (xvi) to the extent not assigned pursuant to paragraph 1.1.1 above, all its rights under each Occupational Lease; and
- (xvii) other than in relation to its Intellectual Property, the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

Short particulars of all the property mortgaged or charged

2 Floating Charge

2.1 Creation of floating charge

Each Chargor, with full title guarantee, charges to the Security Agent as security for the payment or discharge of all Liabilities, by way of floating charge:

2.1.1 all its Assets (other than Excluded Land and Excluded Assets), except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of paragraph 1.1 (*Assignments*) or charged by any fixed charge contained in paragraph 1.2 (*Fixed security*), including any Assets comprised within a charge which is reconverted under paragraph 3.4 (*Reconversion*) of Note (1) below; and

2.1.2 without exception, all its Assets in so far as they are for the time being situated in Scotland or otherwise governed by Scots law,

but in each case so that such Chargor shall not create any Security (except Permitted Security) over any Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 8 (*Negative pledge and other restrictions*) of the Debenture, as set out in Note 4 below, with respect to any Floating Charge Asset, and such Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any Floating Charge Asset unless expressly permitted by the terms of any Finance Document.

Note (1): The Debenture provides that:

1 Priority

1.1 Any fixed Security created by a Chargor and subsisting in favour of the Security Agent shall (save as the Security Agent may otherwise declare at or after the time of its creation) have priority over the floating charge created by paragraph 2.1 above (*Creation of floating charge*).

1.2 Any Security over the Assets created in the future by a Chargor (except in favour of the Security Agent) shall be expressed to be subject to the Debenture and shall rank in order of priority behind the charges created by the Debenture.

2 Qualifying Floating Charge

The floating charges created by the Chargor under paragraph 2.1 above (*Creation of floating charge*) are "qualifying floating charges" for the purposes of Schedule B1 to the Insolvency Act 1986 and paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the Debenture.

3 Crystallisation

3.1 Crystallisation by notice

The floating charge created by each Chargor in paragraph 2.1 (*Creation of floating charge*) may be crystallised into a fixed charge by notice in writing given at any time by the Security Agent to the relevant Chargor (or to TBG CareCo Investments 2 Limited on its behalf) if:

3.1.1 an Event of Default has occurred and in respect of which the Agent has given notice under Clause 23.22 (*Acceleration*) of the Facilities Agreement;

Short particulars of all the property mortgaged or charged

- 3.1.2 an Event of Default under Clause 23.6 (*Insolvency*) or Clause 23.7 (*Insolvency Proceedings*) of the Facilities Agreement in relation to that Chargor has occurred and is continuing; or
- 3.1.3 the Security Agent in good faith considers that any of the Floating Charge Assets may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
- 3.1.4 the Security Agent in good faith considers that such crystallisation is desirable in order to protect the priority of its Security.

Such crystallisation shall take effect over the Floating Charge Assets or class of Floating Charge Assets specified in the notice. If no Floating Charge Assets are specified, it shall take effect over all Floating Charge Assets of the relevant Chargor.

3.2 Automatic crystallisation

If, without the Security Agent's prior written consent:

- 3.2.1 any Chargor resolves to take or takes any step other than in the ordinary course of business or as expressly permitted by the Finance Documents to:
 - (i) charge or otherwise encumber (other than by way of Permitted Security) any of its Floating Charge Assets;
 - (ii) create a trust over any of its Floating Charge Assets except as permitted in the Facilities Agreement; or
 - (iii) dispose of any Floating Charge Asset except as permitted in the Facilities Agreement; or
- 3.2.2 any person resolves to take or takes any step to seize or sell any Floating Charge Asset pursuant to any form of legal process; or
- 3.2.3 a resolution is passed by the relevant Chargor or documents are filed at court by that Chargor for the winding up of that Chargor or any liquidator, receiver, administrator or other similar office is appointed in respect of that Chargor,

then the floating charge created by paragraph 2.1 above (*Creation of floating charge*) shall be automatically and instantly crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset or, in the case of paragraph 3.2.3 above into a fixed charge over all Floating Charge Assets of the relevant Chargor.

3.3 Future Floating Charge Assets

Except as otherwise stated in any notice given under paragraph 3.1 (*Crystallisation by notice*) or unless the crystallisation relates to all its Floating Charge Assets, prospective Floating Charge Assets acquired by any Chargor after crystallisation has occurred under paragraph 3.1 (*Crystallisation by notice*) or 3.2 (*Automatic crystallisation*) shall become subject to the floating charge created by paragraph 2.1 (*Creation of floating charge*), so that the crystallisation shall be effective only as to the specific Floating Charge Assets affected by the crystallisation.

3.4 Reconversion

Any charge which has crystallised under paragraph 3.1 (*Crystallisation by notice*) or 3.2 (*Automatic crystallisation*) may, by notice in writing given at any time by the Security Agent to the relevant Chargor (or to TBG CareCo Investments 2 Limited on its behalf), be reconverted into a floating charge in relation to the Assets or class of Assets specified in such notice.

Short particulars of all the property mortgaged or charged

4 Negative pledge and other restrictions

4.1 No Chargor shall:

- 4.1.1 do anything prohibited by Clause 22.18 (*Negative Pledge*) of the Facilities Agreement, except as permitted by that clause; or
- 4.1.2 do anything prohibited by Clause 22.19 (*Disposals*) of the Facilities Agreement, except as permitted by that clause.

Note (2): In this Form, except to the extent that the context requires otherwise:

"Accession Letter" means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) to the Facilities Agreement.

"Account" means any bank account maintained in accordance with Clause 6 (*Bank Accounts*) of the Facilities Agreement.

"Additional Debt" means, in relation to any Investor Debt or Intercompany Debt, any money, debt or liability due, owing or incurred under or in connection with:

- (a) any refinancing, deferral or extension of that Investor Debt or Intercompany Debt;
- (b) any further advance which may be made under any document, agreement or instrument supplemental to any relevant Finance Document together with any related interest, fees and costs;
- (c) any claim for damages or restitution in the event of rescission of that Investor Debt or Intercompany Debt or otherwise in connection with any relevant Finance Document;
- (d) any claim against any Obligor flowing from any recovery by an Obligor or any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer of a payment or discharge in respect of that Investor Debt or Intercompany Debt on the grounds of preference or otherwise; and
- (e) any amount (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"Agent" means in relation to the Facilities Agreement, Barclays Bank PLC.

"Applicable Accounting Principles" means GAAP and practices and financial reference periods used in the Original Financial Statements.

"Acquisition Closing Date" has the meaning given to it in the Facilities Agreement.

"Arranger" means in relation to the Facilities Agreement, Barclays Capital and Citigroup Global Markets Limited as mandated lead arranger.

"Assets" means in relation to a Chargor, all its undertaking, property, assets, revenues and rights of every description, or any part of them excluding Excluded Land and Excluded Assets.

"Borrower" means TBG CareCo Limited or a Revolving Facility Borrower.

Short particulars of all the property mortgaged or charged

"Chargor" means the Company and each other company named in Schedule 1 to the Debenture (*The Chargers*) and (with effect from its accession) each other company which executes a Deed of Accession and Charge.

"Declared Default" means an Event of Default in respect of which the Agent has taken any of the action specified in Clause 23.22 (*Acceleration*) of the Facilities Agreement or has declared an Event of Default subsisting.

"Deed of Accession and Charge" means a deed of accession and charge substantially in the form of Schedule 4 (*Form of Deed of Accession and Charge for a New Chargor*) to the Debenture.

"Default" means an Event of Default or any event or circumstance specified in Clause 23 (*Events of Default*) of the Facilities Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

"Derivative Rights" means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investments.

"Enforcement Event" means a Declared Default.

"Engagement Letter" means the letter dated on or about the date of the Facilities Agreement between TBG CareCo UK Limited, the Original Borrower and the Arranger relating to the Term Facility and the Revolving Facility.

"Event of Default" means any event or circumstance specified as such in Clause 23 (*Events of Default*) of the Facilities Agreement.

"Excluded Assets" means assets on or appertaining to any Excluded Land, and the Put Option Deed and any shares acquired pursuant to its terms, and the Overfunding Amount.

"Excluded Land" means the freehold and leasehold land described in Schedule 3 (*Excluded Land*) to the Debenture, as set out in Note (4) below, any other estate in land where there is a current and binding restriction on the relevant Obligor charging such land and all buildings and structures upon and all things affixed to such land (including the Securitised Properties) and such restriction has not been removed, provided that the relevant Chargor has complied with its obligation to attempt to revoke such restriction under Clause 22.45 (*Securitised Properties*) of the Facilities Agreement.

"Exclusivity Letter" means the letter dated on or about the date of the Facilities Agreement between the Original Investor and the Arranger relating to the Term Facility and the Revolving Facility.

"Existing Debt" has the meaning given to it in the Facilities Agreement.

"Existing Securitisations" means the transactions in connection with the issue of notes by Care Homes No.1 Limited, Care Homes No.2 Limited and Care Homes No.3 Limited on 11 April 1997, 8 February 1999 and 16 November 1999 respectively.

"Facilities Agreement" means the facility agreement dated 29 November 2004 as amended from time to time between TBG CareCo Investments 2 Limited, the Original Borrower and the Original Guarantors (each as defined therein), Citigroup Global Markets Limited and Barclays Capital (as Mandated Lead Arrangers), Citigroup Global Markets Limited and Barclays Capital (as Bookrunners), the Original Lenders (as defined therein), the Agent and the Security Agent.

"Facility" means the Term Facility or the Revolving Facility.

Short particulars of all the property mortgaged or charged

"Fee Letter" means the letter dated on or about the date of the Facilities Agreement between TBG CareCo UK Limited, TBG CareCo Limited and the Arranger setting out certain fees in relation to the Term Facility and the Revolving Facility and any other letter or letters dated on or about the date of the Facilities Agreement between, as the case may be, the Arranger and TBG CareCo UK Limited, the Agent and TBG CareCo UK Limited or the Security Agent and TBG CareCo UK Limited setting out any of the fees referred to in Clause 12 (*Fees*) of the Facilities Agreement.

"Finance Document" means the Facilities Agreement, each Accession Letter, each Fee Letter, any Hedging Document, the Hedging Letter, the Intercreditor Agreement, each Security Document, the Engagement Letter, the Exclusivity Letter, the Fee Letter and any other document designated as such by the Agent and TBG CareCo Investments 2 Limited.

"Financial Indebtedness" means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Applicable Accounting Principles, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (i) the amount of any liability in respect of any credit for goods and services raised in the ordinary course of trade outstanding for more than 90 days after its customary date of payment; and
- (j) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (i) above.

"Financial Quarter" has the meaning given to it in the Facilities Agreement.

"Financial Year" means each period of four Financial Quarters ending on 30 September in each year.

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3.1 (*Assignments*) of the Debenture (as set out in paragraph 1.1 above) or within a mortgage or fixed charge created by Clause 3.2 (*Fixed security*) of the Debenture (as set out in paragraph 1.2 above).

"Floating Charge Asset" means an Asset for the time being comprised within the floating charge created by Clause 3.3 (*Creation of Floating Charge*) of the Debenture (as set out in paragraph 2.1 above) but, if it is also a Fixed Security Asset, only in so far as concerns that floating charge.

"Group" means TBG CareCo Investments 2 Limited and its subsidiaries for the time being, excluding G R Patrick & Co. Ltd.

Short particulars of all the property mortgaged or charged

"Guarantor" means an Original Guarantor or an Additional Guarantor, each as defined in the Facilities Agreement.

"Head Lease" means a lease or right of occupation under which a member of the Group holds or derives its estate or interest in any freehold, leasehold (being a property where the lease has a term of 25 years or more at a ground rent less than the full market value), heritable or immovable property, any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property.

"Hedging Bank" means a Lender (or an Affiliate of a Lender) which has become a party to the Intercreditor Agreement as a Hedging Bank in accordance with the Intercreditor Agreement.

"Hedging Documents" means the documents entered into between a member of the Group and a Hedging Bank for the purpose of implementing the hedging strategy required by the Hedging Letter.

"Hedging Letter" means a letter dated on or about the date of the Facilities Agreement between the Arranger and TBG CareCo Investments 2 Limited setting out the hedging strategy agreed in relation to the Facilities.

"Holding Company" has the meaning given to it in the Facilities Agreement.

"Insurance Policy" means any contract or policy of insurance of any Chargor (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest at any time.

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, such rights.

"Intercompany Debt" means all present and future moneys, debts and liabilities due, owing or incurred by any Intercompany Borrower (as defined in the Intercreditor Agreement) to any Intercompany Lender (as defined in the Intercreditor Agreement) (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) together with any related Additional Debt.

"Intercreditor Agreement" means the intercreditor deed dated 29 November 2004 between, among others, the Agent and Security Agent, the Hedging Bank, TBG CareCo Investments 2 Limited, TBG CareCo UK Limited, the Original Intercompany Lenders (as defined in that agreement) and the Original Intercompany Borrowers (as defined in that agreement) and the Obligors.

"Intra-Group Loan Agreements" means the inter-company loan agreements in the form as attached to the Shareholder Agreement between (i) TBG CareCo Investments 2 Limited and TBG CareCo UK Limited and (ii) TBG CareCo UK Limited and the Original Borrower;

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Part III of the Financial Services and Markets Act 2000 (Regulated Activities Order 2001, SI 2001/544 (as amended))), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise.

"Investor Debt" means all present and future moneys, debts and liabilities due, owing or incurred by any Obligor to any Investor under or in connection with any Investor Document, including any dividends and any advisory, monitoring or management fee (in each case, whether alone or jointly, or jointly and

Short particulars of all the property mortgaged or charged

severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise), together with any related Additional Debt.

"Investor Document" has the meaning given to that term in the Facilities Agreement.

"Investors" means the Original Investor, TBG CareCo Investments 2 Limited, TBG CareCo Investments 1 Limited, TBG CareCo UK Limited and any assignee or transferee of any interest in TBG CareCo Investments 2 Limited where such assignee or transferee has acceded as an Investor to the Intercreditor Agreement.

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (excluding trade and tenant's fixtures), except for Excluded Land.

"Lender" means a Term Facility Lender or a Revolving Facility Lender.

"Non-Securitised Property" has the meaning given to it in Note (3).

"Northern Ireland Debenture" has the meaning given to it in the Facilities Agreement.

"Obligor" means a Borrower or a Guarantor.

"Occupational Lease" means any lease or licence or other right of occupation to which a Property (whether or not with a member of the Group) may be subject from time to time not including, for the avoidance of doubt, a Head Lease.

"Original Borrower" means TBG CareCo Limited.

"Original Financial Statements" has the meaning given to it in the Facilities Agreement.

"Original Investor" means any Investor (as defined in the Shareholder Agreement).

"Original Revolving Facility Lender" means a Lender listed in Part II of Schedule 1 (*The Original Parties*) to the Facilities Agreement as having a Revolving Facility Commitment.

"Original Term Facility Lender" means a Lender listed in Part II of Schedule 1 (*The Original Parties*) to the Facilities Agreement as having a Term Facility Commitment.

"Overfunding Amount" means the sum of £5,400,000 (plus interest accrued from 18 February 2005) representing overfunding made by the Investors by way of capital contribution to TBG CareCo Investments No.2 Limited.

"Permitted Disposal" has the meaning given to it in the Facilities Agreement.

"Permitted Financial Indebtedness" has the meaning given to it in the Facilities Agreement.

"Permitted Hedging Transaction" has the meaning given to it in the Facilities Agreement.

"Permitted Security" means:

- (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group;
- (b) any retention of title arrangements and rights of set-off arising in the ordinary course of trading with suppliers of goods to any member of the Group and not as a result of any default or omission by any member of the Group;
- (c) any Security or Quasi Security created pursuant to any Security Document;

Short particulars of all the property mortgaged or charged

- (d) any netting or set-off arrangement entered into under a Permitted Hedging Transaction where the obligations of the parties are calculated by reference to net exposure under that Permitted Hedging Transaction;
- (e) any Security or Quasi Security over or affecting any asset acquired by a member of the Group after the date of the Facilities Agreement, if:
 - (i) the Security or Quasi Security was not created in contemplation of the acquisition of that asset by a member of the Group;
 - (ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a member of the Group; and
 - (iii) the Security or Quasi Security is removed or discharged within four months of the date of acquisition of such asset;
- (f) any Security or Quasi Security over or affecting any asset of any company which becomes a member of the Group after the date of the Facilities Agreement, where the Security or Quasi Security is created prior to the date on which that company becomes a member of the Group, if:
 - (i) the Security or Quasi Security was not created in contemplation of the acquisition of that company;
 - (ii) the principal amount secured has not increased in contemplation of or since the acquisition of that company; and
 - (iii) the Security or Quasi Security is removed or discharged within four months of that company becoming a member of the Group;
- (g) any Security or Quasi Security in respect of Existing Debt over the assets of any member of the Target Group provided that such Security or Quasi Security is removed and discharged on or before the earlier of:
 - (i) completion of the procedures referred to in paragraph 15 of Part II of Schedule 2 (*Conditions precedent*) to the Facilities Agreement; and
 - (ii) the date which is 4 weeks after the Acquisition Closing Date,

(which shall be satisfied, in the case of any Security or Quasi Security over Real Property, by the filing of duly and properly completed Land Registry Forms together with payment of the relevant fees);
- (h) any Security or Quasi Security arising in connection with the Existing Securitisations;
- (i) any Security or Quasi Security over goods and documents of title to goods arising in the ordinary course of letter of credit transactions under Permitted Financial Indebtedness;
- (j) any netting or set-off arrangement entered into by a member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group, provided that the arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the Group which are not Obligors and the arrangement does not give rise to other Security or Quasi Security over the assets of Obligors in support of liabilities of members of the Group which are not Obligors;
- (k) any Quasi Security arising as a result of a sale, transfer or other disposal which is a Permitted Disposal; or

Short particulars of all the property mortgaged or charged

- (i) the standard security over the Property at Kilmichael Road, Glenrothes, Fife in favour of Fife Council.

"Property" means a property of a member of the Group at any time (including each Non-Securitised Property and each Securitised Property).

"Put Option Deed" means the put option deed dated 26 November 2004 between NHP plc, G R Patrick and A J Patrick.

"Quasi Security" means a transaction under which any member of the Group will:

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by any other member of the Group;
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

"Receivables" in relation to a Chargor, means all sums of money, and all right title and interest in and to such sums, receivable by it at any time consisting of or payable under or derived from any Asset (and, for the avoidance of doubt, includes Intercompany Debt).

"Revolving Facility" has the meaning given to it in the Facilities Agreement.

"Revolving Facility Borrower" has the meaning given to it in the Facilities Agreement.

"Revolving Facility Commitment" has the meaning given to it in the Facilities Agreement.

"Revolving Facility Lender" means:

- (a) any Original Revolving Facility Lender; and
- (m) any bank, financial institution, trust, fund or other entity which has become a Revolving Facility Lender in accordance with Clause 24 (*Changes to the Lenders*) of the Facilities Agreement,
which in each case has not ceased to be a Revolving Facility Lender in accordance with the Facilities Agreement.

"Secured Party" means a Finance Party or a Hedging Bank.

"Securitised Property" means at any time any property subject to the Existing Securitisations at such time, comprising at the date of the Facilities Agreement the properties listed in Part II of Schedule 9 (*Properties*) to the Facilities Agreement.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Documents" means:

- (a) each Debenture (in this instance, as defined in the Facilities Agreement);
- (b) each Standard Security;
- (c) the Northern Ireland Debenture; and

Short particulars of all the property mortgaged or charged

- (d) any other document evidencing or creating any guarantee or security over any asset of any Obligor to secure any obligation of any Obligor to a Finance Party under the Finance Documents.

"**Shareholder Agreement**" has the meaning given to it in the Facilities Agreement.

"**Specified Investments**" means, in relation to a Chargor, all Investments which at any time:

- (a) represent a holding in a Subsidiary of such Chargor or an undertaking which would be its subsidiary undertaking if in section 258(2)(a) of the Act "30 per cent. or more" were substituted for "a majority";
- (b) are held in the name of the Security Agent or its nominee or to its order; or
- (c) that Chargor has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee.

"**Standard Security**" has the meaning given to it in the Facilities Agreement.

"**Subsidiary**" means a subsidiary within the meaning of Section 736 of the Companies Act 1985 and, for the purpose of Clause 21 (*Financial covenants*) of the Facilities Agreement and in relation to financial statements of the Group, a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985.

"**Target Group**" has the meaning given to it in the Facilities Agreement.

"**Term Facility**" has the meaning given to it in the Facilities Agreement.

"**Term Facility Commitment**" has the meaning given to it in the Facilities Agreement.

"**Term Facility Lender**" means:

- (a) any Original Term Facility Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Term Facility Lender in accordance with Clause 24 (*Changes to the Lenders*) of the Facilities Agreement,
- which in each case has not ceased to be a Term Facility Lender in accordance with the Facilities Agreement.

Note (3): the Property specified in Schedule 2 (*Non-Securitized Property*) to the Debenture is as follows:

CHARGOR – NHP SECURITIES NO. 3 LIMITED

Name of Home	Address of Home	Operator Tenant	Date of Operator Lease	Title Number
101 Cheam Rd	101 Cheam Road Sutton Surrey SM1 2BE	CMG Homes Limited	03/04/1998	SY229122
Abbeydale Court Nursing Home	Bistern Avenue Walthamstow London E17 3QS	Active Care Partnerships Limited	22/09/1999	EGL343761

Short particulars of all the property mortgaged or charged

Name of Home	Address of Home	Operator Tenant	Date of Operator Lease	Title Number
Abbots Court Nursing Home	Wingate Lane Wheatley Hill County Durham DH6 3LP	Highfield Home Properties Limited	14/08/1998	DU200015 DU200017 DU200018 DU200019
Aberford Hall Nursing Home	Oakwood Green Roundhay Leeds LS8 2QU	Southern Cross Healthcare Services Limited	01/07/1999	WYK510482
Abergarw Nursing Home	Abergarw Road Abergarw Brynmenyn Bridgend	Southern Cross Healthcare Services Limited	15/01/1999	WA762265 WA766270
Abermill Hall House Nursing and Residential Care Home	Thomas Street Abertridwr Caerphilly Mid Glamorgan CF83 2AY	Highfield Cymru Limited	04.06.1998	WA717265 WA706926
Acorn Hollow and Avandale Lodge (fka Clarence House and Victoria House Nursing Homes)	419 Manchester Road Lostock Gralam Northwich CW9 7QA	Southern Cross Healthcare Services Limited	01/07/1999	CH398712 CH384496
Adelaide Nursing and Residential Home	35 West Street Bexleyheath Kent DA7 4BE	Southern Cross Healthcare Services Limited	30/09/1998	SGL578938
Albion Road Nursing Home	44 Albion Road Sutton Surrey SM2 5TF	CMG Homes Limited	03/04/1998	SY300015
Alder Grove Manor Nursing Home	280A Penn Road Wolverhampton West Midlands WV2 4AD	Southern Cross Healthcare Services Limited	01/07/1999	WM700861
Alexander Court Nursing Home	2 Lydgate Court Lydgate Lane Sheffield S10 5FJ	Southern Cross Healthcare Services Limited	09/06/1998	SYK325511
Alexander Nursing and Residential Home	21 Rushey Mead Lewisham London SE4 1JJ	Southern Cross Healthcare Services Limited	30/10/1998	TGL94041
Amitra Nursing	23 Perryn Road Acton	CMG Homes Limited	17/12/1998	AGL120649

Short particulars of all the property mortgaged or charged

Name of Home	Address of Home	Operator Tenant	Date of Operator Lease	Title Number
Home	London W3 7LS			
Anissa Villa Nursing Home	23 Pierrepont Road Acton London W3 9JJ	CMG Homes Limited	17/12/1998	MX141778
Anushka Villa Care Home	47 Madeley Road Ealing London W5 2LS	CMG Homes Limited	17/12/1998	MX420985
Appleton Manor Nursing and Residential Home	Lingard Lane Bradbury Stockport SK6 2QT	Southern Cross Healthcare Services Limited	01/07/1999	GM594061
Ascot Lodge Nursing Home	48A Newlands Road Intake Sheffield South Yorkshire S12 2FZ	Southern Cross Healthcare Services Limited	11/06/1998	SYK354711
Ash Grove Nursing Home	Fir Tree Road Hounslow Middlesex TW4 7HH	Southern Cross Healthcare Services Limited	09/06/1998	AGL54587
Ashanti House	7 Debdales Road Wellingborough Northamptonshire NN8 5AA	CMG Homes Limited	06/10/1999	NN122764
Ashbourne Lodge Residential Home	Ryhope Road Grangetown Sunderland SR4 6TN	Highfield Care Homes No. 3 Limited	01/07/1999	TY310171
Ashgrove Nursing and Residential Home	Dudley Wood Road Netherton West Midlands DY2 ODX	Highfield Care Centres Limited	22/07/1999	WM 593740
Ashington Grange and Moorhouse Farm Nursing and Residential Home	Ashington Northumberland NE63 9LJ	Highfield Home Properties Limited	08/07/1998	ND96131
Ashira House	109 Highham Road Rushden Northamptonshire NN10 6DS	CMG Homes Limited	06/10/1999	NN98571
Ashton Grange Residential Nursing Home	St Lukes Road Pallion Sunderland	Highfield Care Homes No. 3 Limited	01/07/1999	TY304629

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Name of Home	Address of Home	Operator Tenant	Date of Operator Lease	Title Number
	SR4 6QU			
Aspen Court Nursing and Residential Home	17-21 Dod Street Limehouse London E14 7EP	Southern Cross Healthcare Services Limited	23/11/1998	EGL384175
Aston House Nursing Home	26 Angel Lane Hayes Middlesex UB3 2QX	Southern Cross Healthcare Services Limited	01/07/1999	NGL47781
Avala Park Nursing Home	Mile Road Widdrington Morpeth Northumberland NE61 5QL	Highfield Care Homes No. 2 Limited	30/01/1998	ND59002
Avalon Park Nursing Home	Dove Street Salem Oldham Greater Manchester OL4 5HB	Southern Cross Healthcare Services Limited	01/07/1999	GM541809
Averill House and Brookdale View (fka Balmoral House and Buckingham House)	Averill Street Newton Heath Manchester M40 1PR	Southern Cross Healthcare Services Limited	15/01/1999	GM690223
Bankwood Nursing Home	Duffield Bank Belper Derbyshire DE56 4BG	Highfield Care Homes No.2 Limited	26/11/1998	DY305589 (n.b two restrictions)
Barnby Court (fka Reindeer House)	Barnby Moor Near Retford Nottinghamshire DN22 8QS	Southern Cross Healthcare Services Limited	01/07/1999	NT260844
Barton House Nursing Home	23-29 Marsh Road Luton LU3 2QF	Southern Cross Healthcare Services Limited	01/07/1999	BD30646
Baybridge Nursing Home	Harrowby Lane Cardiff Bay Cardiff CF4 3DX	Highfield Cymru Limited	25/08/1998	WA353338
Beaconsfield Court Care Home	Galgate Barnard Castle County Durham DL12 8ES	Highfield Home Properties Limited	17/08/1999	DU214633
Beatha House	99 Tonge Road Murston Sittingbourne	CMG Homes Limited	15/12/1999	K563744

Short particulars of all the property mortgaged or charged

Name of Home	Address of Home	Operator Tenant	Date of Operator Lease	Title Number
	Kent			
Beauvale Nursing and Residential Home	Moor Lane Bingham Nottingham NG13 8AS	Highfield Care Homes No.2 Limited	30/09/1998	NT228849
Beech Tree House	120-122 Himley Road Dudley West Midlands DY1 2QQ	Highfield Healthcare Centres Limited	01/07/1999	WM270364 SF84480
Beechcroft Nursing Home	Lapwing Green Palace Fields Runcorn Cheshire WA7 2JP	Highfield Care Homes No. 3 Limited	15/01/1999	CH314491 and CH335239
Beeches Nursing Home (The)	55 Furlong Street Arnold Nottingham NG5 7AJ	Southern Cross Healthcare Services Limited	01/07/1999	NT115673
Beeches Nursing Home (The)	Beech Road Armthorpe Doncaster DN3 2DY	Highfield Care Centres Limited	12/02/1998	SYK 276463
Bellefield House Residential Home	42 Aysgarth Avenue West Derby Liverpool L12 8QT	Highfield Care Homes No. 2 Limited	02/02/1999	MS231313 MS411760
Bellevue Court Nursing Home	Sedgeley Wolverhampton WV14 9RT	Highfield Care Homes No.2 Limited	30/04/1998	SF56432
Berry Hill Park Care Centre	Berry Hill Park Berry Hill Lane Mansfield Nottingham NG18 4JR	Highfield Care Homes No.2 Limited	13/11/1998	NT305387
Beulah Home	55 Beulah Road Thornton Heath Croydon Surrey CR7 8JH	CMG Homes Limited	14/09/1999	SGL71947 and SY45962
Birchwood Grange Nursing Home	177 Preston Hall Harrow Middlesex HA3 9RR	Southern Cross Healthcare Services Limited	09/06/1998	NGL704777

Short particulars of all the property mortgaged or charged

Name of Home	Address of Home	Operator Tenant	Date of Operator Lease	Title Number
Blenheim Court Nursing Home	Elm Lane Lane Top Sheffield South Yorkshire S5 7TW	Highfield Care Homes No. 2 Limited	01/07/1999	SYK198546
Bowood Court and Mews Nursing and Residential Home	Hewell Road Batchley Redditch B97 6AT	Southern Cross Healthcare Services Limited	01/07/1999	WR35511 WR92380
Brandon House Nursing Home	140 Church Road Bell Green Coventry CV6 7ED	Southern Cross Healthcare Services Limited	09/06/1998	WM95265
Brickfield Road Nursing Home	39 Brickfield Road Thornton Heath Croydon Surrey CR7 0BN	CMG Homes Limited	03/04/1998	SG125571
Brindley Court Nursing Home	Station Street Longport Stoke-on-Trent Staffordshire ST6 4ND	Modelfuture Limited	09/01/1997	SF350027
Brockworth House Nursing Home	Mill Lane Off Shurdington Rd Brockworth Cheltenham Gloucestershire GL3 4QG	Methodist Homes for the Aged	13/07/1999	GR166128
Brooklands Nursing and Residential Home	Springfield Road Springfield Park Grimsby N.E Lincolnshire DN33 3LE	Highfield Home Properties Limited	17/08/1999	HS265060
Callands Nursing Home	Callands Road Callands Warrington WA5 5TS	Highfield Care Centres Limited	16/11/1998	CH322064
Camberwell Green Care Centre	54 Camberwell Green London SE5 7AS	APTA Healthcare (UK) Limited	12/07/1999	SGL502718
Camelia Lodge	134 Holt Road Horsford Norwich	CMG Homes Limited	15/12/1999	NK212606

Short particulars of all the property mortgaged or charged

Name of Home	Address of Home	Operator Tenant	Date of Operator Lease	Title Number
Cardonnel Court Nursing Home	Cardonnel Road Skewen Neath Wales SA10 6BS	Highfield Cymru Limited	01/07/1999	WA357600
Carr Gate Nursing Home	Lawns Lane Wakefield WF2 0QU	Britannia Leased Homes Limited	01/05/1998	WYK325192
Castle Park Nursing Home	Siddals Road Derby DE1 2PW	Britannia Leased Homes Limited	14/08/1998	DY206039
Catherine House Nursing and Residential Home	Cork Street Frome Somerset BA11 1BR	Southern Cross Healthcare Services Limited	01/07/1999	ST128047 ST149497 ST149498
Cedar Court and Magna Nursing Homes (fka Wigston and Magna Nursing Homes)	27-29 Long Street Wigston Leicester LE18 2BP	Highfield Care Centres Limited	15/07/1998	LT175648
Cedar Court Nursing Home	39 High Street Harefield Middlesex UB9 6BB	Southern Cross Healthcare Services Limited	09/06/1998	AGL81832
Chaseview Nursing Home	Water Street Chase Terrace Burntwood Staffordshire WS7 8AW	Highfield Home Properties Limited	17/08/1999	SF254167
Chorleton Place Nursing Home (fka Trafalgar House Nursing Home)	290 Wilbraham Road Manchester M16 8LT	Southern Cross Healthcare Services Limited	08/09/1997	GM29209
Claremont Lodge Nursing and Residential Home (now Acacia Care Centre)	12 Sherwood Rise Nottingham NG7 6JE	Highfield Care Centres Limited	24/08/1999	NT171571
Clarendon Hall Nursing and Residential Home	19 Church Avenue Humberstone Gt Grimsby DN36 4DA	Southern Cross Healthcare Services Limited	09/06/1998	HS141792
Colchester Court	120 Colchester Road	Active Care Partnerships	24/06/1999	LT237874

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Name of Home	Address of Home	Operator Tenant	Date of Operator Lease	Title Number
Nursing Home	Leicester LE5 2DG	Limited		
Coniscliffe Residential Home	35-43 Grosvenor Place Jesmond Newcastle Upon Tyne NE2 2RD	Highfield Home Properties Limited	17/08/1999	TY58231, TY99539, TY771, TY34193 and TY92323
Cowley House and Cowley Cottage Care Home	Ray Park Road Maidenhead Berkshire SL6 9PZ	CMG Homes Limited	17/08/1998	BK76909
Crompton Court Nursing Home	Crompton Street Liverpool L5 2QS	Highfield Care Homes No. 2 Limited	01/07/1999	MS361708 MS406479
Crown Meadow Nursing Home	Toll End Road Tipton Dudley DY4 0HB	Highfield Care Centres Limited	18/03/1998	WM 388616
Cwrt Clwydi Gwyn Residential Home	New Road Skewen Neath SA10 6YA	Highfield Cymru Limited	01/07/1999	WA913651
Daffodils Residential and Glanyrafon Nursing Home (The)	Dynevor Street and Bethesda Street George Town Merthyr Tydfil CF48 1BA	Highfield Cymru Limited	01/07/1999	WA909924
Dale Park Nursing Home	221 Meols Cop Road Southport Merseyside PR8 6JU	Southern Cross Healthcare Services Limited	01/07/1999	MS132292
Daneside Court and Mews Nursing and Residential Home	Chester Way Northwich Cheshire CW9 5JA	Southern Cross Healthcare Services Limited	22/05/1998	CH428015
Defoe Court Nursing and Residential Home	Defoe Crescent Newton Aycliffe County Durham DL5 4JP	Highfield Home Properties Limited	01/07/1999	DU203264
Dingle Meadow Residential Home	Golden Crest Drive Oldbury Birmingham	Highfield Care Homes No. 2 Limited	18/06/1998	WM604952 WM695824

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Name of Home	Address of Home	Operator Tenant	Date of Operator Lease	Title Number
	B49 5JG			
Dovedale Court Nursing and Residential Home	Holyhead Road Wednesbury West Midlands	Southern Cross Healthcare Services Limited	27/08/1999	WM677831
Elmwood Nursing Home	32 Elmwood Road Croydon Surrey CR0 2SG	Highfield Care Homes No. 3 Limited	20/02/1998	SGL601821
Elvy Court Nursing Home	204 London Road Sittingbourne Kent ME10 1QA	Southern Cross Healthcare Services Limited	05/06/1998	K787015
Falstone Manor Care Centre	Whitburn Road Roker Sunderland Tyne & Wear SR6 9NQ	APTA Healthcare (UK) Limited	12/07/1999	TY297400
Farrant House (fka North Moor)	Elgar Street Longsight Manchester M8 8XG	Southern Cross Healthcare Services Limited	22/06/1999	GM514304
Fell House Nursing Home	Albion Terrace Springwell Village Gateshead NE9 7RJ	Highfield Home Properties Limited	16/12/1998	TY224582 TY221388
Ferndale Court and Ferndale Mews Nursing and Residential Homes	St Michaels Road Widnes Cheshire WA8 8TF	Southern Cross Healthcare Services Limited	15/01/1999	CH406000
Four Seasons Nursing Home (under contract)	Brightmet Fold Lane Brightmet Bolton Lancashire BL2 5NB	Southern Cross Healthcare Services Limited	15/01/1999	GM692786
Frogna Farm House	Lower Road Teynham Kent	CMG Homes Limited	15/12/1999	K696729
Glanffrwd Nursing Home	Coychurch Road Pencoed Bridgend CF4 2DX	Highfield Cymru Limited	18/12/1997	WA369268
Glenmoor House Nursing Home	25-27 Rockingham Road Corby NN17 1AD	Southern Cross Healthcare Services Limited	15/01/1999	NN191471

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Name of Home	Address of Home	Operator Tenant	Date of Operator Lease	Title Number
Glenview and Santrew Nursing Home	Hillcrest Drive Ashington West Sussex RH20 3LB	CMG Homes Limited	01/07/1999	WSX219220
Grafton (The)	26 Beltinge Road Herne Bay Kent CT6 6DB	CMG Homes Limited	15/12/1999	K520601
Green (The)	3 The Green Sutton Surrey SM1 2OT	CMG Homes Limited	03/04/1998	SY192401
Grosvenor House	39 Duchy Road Harrogate Yorkshire HG1 2HA	APTA Healthcare (UK) Limited	13/07/1999	NYK92053
Guide Lane Nursing Home	232 Guide Lane Audenshaw Greater Manchester M34 5HA	Highfield Home Properties Limited	01/07/1999	GM 255007 GM 511950 GM 742266 LA 345931
Harley Grange Nursing Home	25 Elms Road Stoneygate Leicester LE2 3JE	Southern Cross Healthcare Services Limited	09/06/1998	LT236305
Hartisca House Nursing Home	Hartwell Road Burley Leeds West Yorkshire LS6 1TY	Southern Cross Healthcare Services Limited	01/07/1999	WYK335837 WYK390617
Hebburn Court Nursing and Residential Home	Witty Avenue Hebburn Tyne & Wear NE31 3DX	Highfield Home Properties Limited	08/07/1998	TY307818
Heritage House Nursing Home	Huddersfield Road Millbrook Stalybridge SK15 3JL	Britannia Leased Homes Limited	01/05/1998	GM251922
Highfield Care Home	The Meadowings Yarm Stockton on Tees TS15 9XH	Highfield Home Properties Limited	17/08/1999	CE101718

Name of Company
NHP SECURITIES NO.3 LIMITED

Company Number
03287957

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Name of Home	Address of Home	Operator Tenant	Date of Operator Lease	Title Number
Hillcroft Nursing Home	North Road Carnforth Lancaster LA5 9LU	Hillcroft (Carnforth) Limited	15/04/1998	LA656062
Hinckley Park (fka Queens Park Nursing Home)	67 London Road Hinckley Leicestershire LE10 1HH	Highfield Care Centres Limited	15/07/1998	LT205491
Hodge Hill Nursing Home	150 Coleshill Road Hodge Hill Birmingham B36 8AD	Southern Cross Healthcare Services Limited	01/07/1999	WM696744
Holly House Nursing Home	Harthill Road Allerton Liverpool L18 3HU	Active Care Partnerships Limited	01/07/1999	MS469162
Holly House Nursing Home (fka Barberry)	12 Ullet Road Aigburth Liverpool L8 3SR	Active Care Partnerships Limited	01/07/1999	MS240572
Holmwood Nursing Home	Warminster Road Norton Lees Sheffield S8 9BN	Highfield Home Properties Limited	17/08/1999	SYK347111
Holymere House and Primrose House (fka Ascot House and Windsor House Nursing Homes)	72 Crewe Road Haslington Crewe CW1 5QZ	Southern Cross Healthcare Services Limited	01/07/1999	CH320118
Holywell Dene Care Home	Holywell Dene Road Holywell Dene Holywell Whiteley Bay NE25 0LB	Highfield Care Homes No. 2 Limited	23/06/1999	ND56885
Horsford Nursing and Residential Home	Horsbeck Way Horsford Norwich NR10 3BB	Southern Cross Healthcare Services Limited	08/03/2000	NK199370
Hulton Care Nursing and Residential Home	Hulton Drive Halifax Road Nelson Lancashire	Highfield Care Homes No. 2 Limited	09/07/1999	LA717575

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Name of Home	Address of Home	Operator Tenant	Date of Operator Lease	Title Number
	BB9 OEY			
Hygrove House Residential Home	Hygrove Lane Minsterworth Gloucestershire GL2 8JG	Highfield Care Homes No. 2 Limited	01/07/1999	GR215639
Jack Dormand Care Home	Fourth Street Horden Peterlee County Durham SR8 4LE	Highfield Home Properties Limited	17/08/1999	DU131444
Kesteven Grange Residential Home	Kingswood Bransholme Kingston-Upon-Hull HU7 5EY	Highfield Care Homes No. 2 Limited	01/07/1999	HS194627
Kings Park Nursing Home	Kings Road Hurst Cross Ashton-under-Lyne Greater Manchester OL6 8EZ	Southern Cross Healthcare Services Limited	01/07/1999	GM537968
Kingsthorpe View Nursing Home	Kildare Road St Anne's Nottingham NG3 3AS	Highfield Care Homes No.2 Limited	05/11/1998	NT165515
Knavesmire Nursing Home	76 The Green Acomb York YO2 5LS	Highfield Home Properties Limited	17/08/1999	NYK13771
Knowsley Manor Nursing Home	Knowsley Road Huyton Liverpool L36 8EL	Highfield Home Properties Limited	17/08/1999	MS386831
Lady Astor House Nursing Home	Burlington Road Slough Berkshire SL1 1BN	Southern Cross Healthcare Services Limited	01/07/1999	BK354717
Ladywood Nursing Home	Eaton Avenue Off Godfrey Drive Kirk Hallam Ilkeston Derbyshire DG7 4HL	Britannia Leased Homes Limited	01/07/1999	DY65948 and DY65949
Larchwood Nursing Home (fka Alcotes)	108 Broad Road Braintree Essex	Highfield Care Homes No. 3 Limited	27/04/1998	EX609363

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Name of Home	Address of Home	Operator Tenant	Date of Operator Lease	Title Number
	CM7 9RZ			
Laurel House	2 Beacon Road Herne Bay Kent	CMG Homes Limited	15/12/1999	K216879
Lavender Lodge Nursing and Residential Care Home (fka Holly Lodge Nursing and Residential Home	Bruntile Close Reading Road Farnborough Hampshire GU14 6PR	Highfield Care Homes No. 2 Limited	21/06/1999	HP573680
Leeming Garth Nursing Home	Leeming Lane Leeming Bar Nr Northallerton DL7 9RT	Highfield Home Properties Limited	17/08/1999	NYK141980
Llys-Newydd Residential Home	Hoel Lotwen Capel Hendre Ammanford Dyfed SA18 3RP	Highfield Care Homes No. 2 Limited	09/10/1998	WA 659756
Llys-y-Coed Nursing Home	70-74 New Road Llanelli SA15 3DR	Highfield Cymru Limited	23/03/1998	WA980616
Lobley Hill Nursing and Residential Home	54 High Street Wordsley Stourbridge DY8 5FD	Highfield Care Centres Limited	01/07/1999	SF11743
Lothian House Care Home	59 Clyde Terrace Spennymoor County Durham DL16 7SG	Highfield Home Properties Limited	17/08/1999	DU145459
Lucas Court Nursing Home	Northampton Lane North Moulton Northampton NN3 7RQ	Southern Cross Healthcare Services Limited	15/01/1999	NN175680
Lyndon Hall Nursing Home	Malvern Close All Saints Way West Bromwich B71 1PP	Southern Cross Healthcare Services Limited	09/06/1998	WM566546
Lynton House	80/82 Park Avenue Sittingbourne Kent	CMG Homes Limited	15/12/1999	K207412 and K553416

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Name of Home	Address of Home	Operator Tenant	Date of Operator Lease	Title Number
Magnolia Cottage	26 Sydney Road Spixworth Norwich NR10 3PG	CMG Homes Limited	15/12/1999	NK235507
Manor Green Road Nursing Home	62 Manor Green Road Epsom Surrey KT19 8RN	CMG Homes Limited	03/04/1998	SY562587
Manor Court Residential Home	31 Churchfield Lane Darton Barnsley South Yorkshire S75 5DH	Highfield Care Centres Limited	07/06/1999	SYK 240630
Maple Court Nursing and Residential Home (Known as Maple Court I. Maple Court II situated behind)	Rowley Avenue Rowley Park Stafford Staffordshire	Southern Cross Healthcare Services Limited	15/01/1999	SF389100
Maple Court Residential Home (Known as maple Court II. Situated behind Maple Court I)	Maple Court Rowley Park Stafford	Southern Cross Healthcare Services Limited	06/10/1999	SF425378
Meadow Bank House (fka Kensington House Nursing Home)	Green Lane Green Lever Bolton BL3 2EF	Southern Cross Healthcare Services Limited	22/06/1999	GM484768
Meadowlands Residential Nursing Home	Abernant Road Aberdare Wales CF44 0PY	Highfield Care Homes No. 2 Limited	02/12/1997	WA646037 WA739379
Merlin Court Nursing Home (fka Marlborough Court)	Hyde Lane Marlborough Wiltshire SN8 1JT	Southern Cross Healthcare Services Limited	26/02/1999	WT179948
Moss View Nursing Home	77 Page Moss Lane Huyton Liverpool L12 0JJ	Highfield Care Homes No. 2 Limited	01/07/1999	MS359954
New Dawn	Dog Lane Horsford Norwich	CMG Homes Limited	15/12/1999	NK245711

Short particulars of all the property mortgaged or charged

Name of Home	Address of Home	Operator Tenant	Date of Operator Lease	Title Number
Newlands Nursing Home	122 Heaton Moor Road Heaton Moor Stockport Cheshire SK4 4JY	Highfield Care Centres Limited	17/11/1998	GM658011 and GM794248
Newton Lodge	50 Olive Road New Costessey Norwich Norfolk	CMG Homes Limited	15/12/1999	NK222100
Northview Lodge Nursing Home	Deneside North View Castletown Sunderland SR5 3AF	Southern Cross Healthcare Services Limited	01/07/1999	TY326861
Oak Tree Mews Residential Home (fka Little Beeches)	Landgate Oaks Hospital Road Moreton-in-Marsh Gloucestershire GL56 0BL	Southern Cross Healthcare Services Limited	01/07/1999	GR155122
Oakland Nursing and Residential Home	Oakwood House Bury Road Rochdale Lancashire OL11 5EU	Highfield Home Properties Limited	25/01/1999	GM894035 GM476873 (part)
Oaklands Nursing Home	Whaley Thorns Nether Langwith Mansfield Nottinghamshire	Highfield Care Homes No.2 Limited	26/11/1998	DY191405
Oaklands Nursing Home (now known as Bishopsgate Lodge)	Hexham Street Bishop Auckland County Durham DL14 7PU	Southern Cross Healthcare Services Limited	01/07/1999	DU222765
Oban House	46 Bramley Hill Croydon Surrey CR2 6NS	APTA Healthcare (UK) Limited	12/07/1999	SY58814
Orchard Court Nursing Home	3a Orchard Gardens Thurmaston Leicester LE4 8NS	Active Care Partnerships Limited	24/06/1999	LT229155
Orchard Mews	Bentinck Road Newcastle Upon Tyne NE4 6UX	Southern Cross Healthcare Services Limited	15/01/1999	TY339884

Short particulars of all the property mortgaged or charged

Name of Home	Address of Home	Operator Tenant	Date of Operator Lease	Title Number
Orchards Nursing Home (The)	Shard End Crescent Shard End Birmingham B34 7BP	Highfield Care Homes No. 2 Limited	11/09/1998	WM652526
Overdene House Nursing Home	John Street Winsford Cheshire CW7 1HQ	Modelfuture Limited	15/01/1997	CH394935
Parchmore Home	95 Parchmore Road Thornton Heath Surrey CR7 8LY	CMG Homes Limited	20/07/1999	SY116499
Pelham Grove Nursing Home	Pelham Grove Lark Lane Liverpool L17 8XD	Highfield Home Properties Limited	17/08/1999	LA308082
Pendle Nursing and Residential Home	School Street Radcliffe Manchester M26 3BP	Southern Cross Healthcare Services Limited	09/06/1998	GM346261
Pennwood Lodge Nursing Home	Wotton Road Kingswood Wotton-Under-Edge Gloucester GL12 8RA	Highfield Care Centres Limited	01/09/1999	GR114892
Pitchill Nursing Home	Pitchill Salford Priors Evesham Worcestershire WR11 5SN	Highfield Care Homes No. 2 Limited	21/05/1999	WK304689
Plas Cwm Carw Nursing Home	Oakwood Lane Port Talbot West Glamorgan SA13 1DF	Southern Cross Healthcare Services Limited	15/01/1999	WA803807
Priory Court Nursing and Residential Home	Priory Road Stamford Lincolnshire PE9 2EU	Southern Cross Healthcare Services Limited	23/04/1998	LL142623
Priory Gardens Nursing and Residential Home	Ladybalk Lane Pontefract West Yorkshire WF8 1JQ	Southern Cross Healthcare Services Limited	30/04/1999	WYK634723 WYK613759
Quarry Hill Nursing and Residential Home	Newport Road Rumney Cardiff South Glamorgan	Southern Cross Healthcare Services Limited	18/05/1999	WA926304

Short particulars of all the property mortgaged or charged

Name of Home	Address of Home	Operator Tenant	Date of Operator Lease	Title Number
	CF3 9TW			
Regis House Nursing Home	29 Causeway Blackheath Powley Regis Warley West Midlands B65 8AA	Highfield Healthcare Centres Limited	01/07/1999	WM763784 WR13690
Richmond House Nursing Home	Mitchell Street Leigh Lancashire WN7 4OH	Southern Cross Healthcare Services Limited	15/01/1999	GM653630
Ridgeway Nursing and Residential Home	Front Street Station Town Wingate County Durham TS28 5DP	Highfield Home Properties Limited	01/07/1999	DU192734 DU219778
Rose Court Nursing and Residential Home	44-48 Water Street Radcliffe Greater Manchester M26 4DF	Highfield Home Properties Limited	23 April 1999	GM 750578 GM726254
Rosecroft	39 Drayton Road Drayton Norfolk NR8 6DY	CMG Homes Limited	15/12/1999	NK 150624
Rowan Court Nursing and Residential Home	Silverdale Road Newcastle Under Lyme Staffordshire ST5 8PO	Southern Cross Healthcare Services Limited	06/05/1999	SF413405
Rowan House	78 Park Road Sittingbourne Kent	CMG Homes Limited	15/12/1999	K370272
Rowans Nursing Home (The)	Owen Street Coalville Leicestershire	Highfield Care Homes No.2 Limited	03/06/1998	LT99032
Roxburgh House Nursing Home	Reddall Hill Road Cradley Heath Warley West Midlands B64 5JE	Highfield Care Homes No.2 Limited	01/07/1999	WM609350
Roxburgh House Residential Home	Roxburgh Street Off Brewster Street Bootle	Highfield Home Properties Limited	17/08/1999	MS256603

Short particulars of all the property mortgaged or charged

Name of Home	Address of Home	Operator Tenant	Date of Operator Lease	Title Number
	Merseyside L20 9PS			
Rufford Court Nursing Home	3/5 The Cliff Cinderhill Road Nottingham NG6 8RE	Active Care Partnerships Limited	24/06/1999	NT244196
Shardeloes	Ashtead Road Ashtead Surrey KT21 2EQ	CMG Homes Limited	03/04/1998	SY661755
Silverwood Nursing Home	Imperial Road Beeston Nottingham NG9 1FN	Britannia Leased Homes Limited	01/07/1999	NT294283
Smitham Downs Nursing Home	7 Smitham Down Road Purley Surrey CR8 4NH	CMG Homes Limited	03/04/1998	SGL539925
Snapethorpe Hall Nursing Home	Snapethorpe Gate Snapethorpe Wakefield WS2 8AG	Southern Cross Healthcare Services Limited	09/06/1998	WYK594446
Springwater Lodge Nursing and Residential Home	Smithy Lane Calverton Nottingham NG14 6FA	Highfield Care Homes No.2 Limited	13/11/1998	NT279000
St Augustines Court Nursing Home	105-113 The Wells Road Nottingham NG3 3AP	Highfield Care Homes No.2 Limited	05/11/1998	NT41942
St Helier Care Home	374 St Helier Avenue Morden Surrey SM4 5JU	CMG Homes Limited	08/12/1999	SGL247241
St Margaret's Nursing Home	Crossgate Durham DH1 4PS	Highfield Home Properties Limited	17/08/1999	DY206516
Stockton Lodge Nursing Home	Harrowgate Lane Stockton on Tees TS19 8HD	Highfield Home Properties Limited	17/08/1999	CE88151
Stoneleigh Nursing and Residential	Durham Road Annfield Plain	Highfield Care Homes No. 2 Limited	01/07/1999	DU167978 DU136976

Short particulars of all the property mortgaged or charged

Name of Home	Address of Home	Operator Tenant	Date of Operator Lease	Title Number
Nursing Home	Stanley County Durham DH9 7TD			
Summerhill Mansion Nursing Home	22 Chaplin Close Salford Greater Manchester M6 8FW	Highfield Care Centres Limited	01/12/1998	GM676973
Tall Trees Residential Home	148 De La Warr Road Bexhill on Sea East Sussex TN40 2JJ	CMG Homes Limited	17/11/1998	ESX374
Tamarisk House	26 Holt Road Horsford Norwich NR10 1DD	CMG Homes Limited	15/12/1999	NK193992
Tenlands Nursing Home	Wood Lane Ferry Hill Sedgefield County Durham DL17 8JD	Highfield Home Properties Limited	17/08/1999	DU127335
Throckley Nursing and Residential Home	Ponteland Road Throckley Tyne & Wear NE15 9EP	Highfield Home Properties Limited	27/08/1998	TY347178
Tollesby Hall Nursing Home and Hillcrest Bungalow	Ladgate Lane Middlesborough TS8 9EJ	Highfield Care Homes No. Limited	10/10/1998	CE99986 CE115383
Tower Bridge Nursing Care Centre	1 Tower Bridge Road Southwark London SE1 4TR	Southern Cross Healthcare Services Limited	26/02/1998	TGL24157
Trafalgar Park Nursing Home	Pontypryth Nelson Caerphilly South Wales CF46 6HG	Highfield Care Homes No. 2 Limited	01/07/1999	WA525658 WA519338
Trafalgar Residential Home	9 Sutherland Avenue Bexhill on Sea East Sussex TN39 3LT	CMG Homes Limited	22/06/1999	SX134994

Short particulars of all the property mortgaged or charged

Name of Home	Address of Home	Operator Tenant	Date of Operator Lease	Title Number
Trinity Nursing Home	Mace Street Old Hill Cradley Heath Birmingham B64 6HP	Harmony Care Homes Limited Highfield Care Homes No.2 Limited]	18/03/1998	WM435659
Tudor Manor Nursing Home	Clifton Drive Blackpool FY4 1NP	Britannia Leased Homes Limited	01/05/1998	LA679236
Valley Nursing Home (The)	Valley Road Blakenall Heall Walsall West Midlands WS3 3ES	Highfield Care Homes No.2 Limited	06/02/1998	WM185180, WM170725 and WM159490
Victoria House Residential Nursing Home	Bath Lane Stockton-on-Tees Cleveland TS18 2DX	Highfield Care Homes No. 3 Limited	01/07/1999	CE136807
Victoria Mews Residential Home	487-493 Binley Road Binley Coventry CV3 2DP	Southern Cross Healthcare Services Limited	15/01/1999	WM662264
Victoria Park Nursing Home	Manners Road Ilkeston Derbyshire DE7 5HB	Highfield Care Homes No.2 Limited	15/07/1998	DY194469
Washington Lodge Nursing Home	The Avenue Washington Village Washington Tyne & Wear NE38 7LE	Southern Cross Healthcare Services Limited	01/07/1999	TY326864
Westleigh Lodge (fka Mayfair House)	Nel Pan Lane Leigh Lancashire	Southern Cross Healthcare Services Limited	15/01/1999	GM723456
Willows Nursing Home (The) (fka Hinckley Nursing and Residential Home)	89 London Road Hinckley Leicestershire LE10 1HH	Highfield Care Centres Limited	28/10/1998	LT84578 LT135053
Windsor Court Residential Nursing Home	Bartholomew Avenue Goole DN14 6AW	Highfield Care Homes No. 3 Limited	01/07/1999	HS170159
Winston Lodge Residential Home	262 London Road Waterlooville	CMG Homes Limited	01/07/1999	HP323647

Short particulars of all the property mortgaged or charged

Name of Home	Address of Home	Operator Tenant	Date of Operator Lease	Title Number
	Hampshire PO7 7SR			
Woodcross Mental Care Nursing Home	Reeves Street Bloxwich Walsall Staffs	Highfield Healthcare Centres Limited	12/05/1998	WM341622
Worsley Lodge Nursing Home	28 Worsley Road Worsley Salford Greater Manchester M28 2WG	Highfield Home Properties Limited	17/08/1999	GM170378
Wymeswold Court Nursing and Residential Home	London Lane Wymeswold Loughborough LE12 6UB	Highfield Care Homes No.2 Limited	13/11/1998	LT219536
Tarry Hill	Tarry Hill 3,5 & 7 Cale Road New Mills High Peak Derbyshire SK22 4LW	Active Care Partnerships Ltd	1/7/1999	DY298209 DY298216 DY174207
The Potlands	7 The Potlands Leeming Bar Northallerton North Yorkshire	Highfield Care Homes No 2 Limited	(yearly tenancy)	
Princess Drive	48 Princess Drive Boroughbridge Road York	Highfield Care Homes No 2 Limited	13/12/2004	Y026554
Willoughby Close	17 Willoughby Close Old Hall Warrington WA5 9QP	Highfield Care Homes No 2 Limited	(yearly tenancy)	
Hartcliffe Nursing	Murford Avenue	Methodist Homes for the	14/08/2000	BB66938

Name of Company
NHP SECURITIES NO.3 LIMITED

Company Number
03287957

Short particulars of all the property mortgaged or charged

Name of Home	Address of Home	Operator Tenant	Date of Operator Lease	Title Number
Home	Hartcliffe Bristol BS13 9JS	Aged		

Name of Company
NHP SECURITIES NO.3 LIMITED

Company Number
03287957

Short particulars of all the property mortgaged or charged

Note (4): The Excluded Land specified in Schedule 3 (*Excluded Land*) to the Debenture is as follows:

NONE

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 DEBENTURE DATED THE 11th APRIL 2005 AND CREATED BY NHP SECURITIES NO. 3 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ALL OR ANY OF THE SECURED PARTIES 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 15th APRIL 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th APRIL 2005.

P. Cer



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES