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COMPANIES FORM No. 395

151489/20

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

Name of company

* Highfield Cymru Limited

Date of creation of the charge

22 January 2004

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

Mortgage Debenture

Amount secured by the mortgage or charge

All monies obligations and liabilities whatsoever whether for principal interest rent or otherwise in whatever currency which may now or at any time in the future be due owing or incurred by the Company to CH1 (as defined below) whether present or future actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style (the "Secured Liabilities").

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

Care Homes No. 1 Limited ("CH1")
PO Box 1093 GT, Queensgate House, South Church Street, George Town,
Grand Cayman, Cayman Islands, British West Indies

Postcode

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

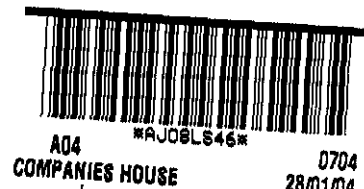
Eversheds LLP
Holland Court
The Close
Norwich
NR1 4DX

ERF: 089594.010168/404029

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The Company as continuing security for the payment and discharge of the Secured Liabilities charges with full title guarantee in favour of CH1:

by way of legal mortgage:

1. all right title estate and other interests of the Company in leasehold premises situate at Silverdale Nursing Home, 13 St Martins Road, Caerphilly, Mid Glamorgan, CF83 1EF together with all buildings, structures, fixtures and fittings (including trade fixtures and fittings but excluding landlord's fixtures) and fixed plant and machinery to the extent now therein or thereon;

by way of fixed charge

1. all right title estate and other interests of the Company in each of the Properties (as defined in the Mortgage Debenture) not effectively mortgaged above together with all buildings, structures fixtures and fittings (including trade fixtures and fittings but excluding landlord's fixtures) and fixed plant and machinery therein or thereon;

Please see 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)

NONE

Signed Eversheds LLP

Date 27 January 2004

On behalf of [company] [XXXXXXXXXXXXX]

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

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

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

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

Company Number

3558528

Name of Company

Highfield Cymru Limited

XXXXXX

* delete if
inappropriate

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

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

Please do not
write in this
binding margin

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

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

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

2. all the right title and interest of the Company to and in all equipment furniture plant and machinery now or at any time hereafter vested in or held by or on behalf of the Company and not charged above and all related spare parts fuels equipment and tools;
3. all rights in Intellectual Property or similar rights now or hereafter belonging to the Company;
4. all present and future goodwill and uncalled capital for the time being of the Company;
5. all the right title and interest of the Company to and in the Debts (as defined in the Mortgage Debenture); and
6. all monies (including interest) from time to time standing to the credit of the Designated Account (as defined in the Mortgage Debenture);

by way of floating charge:

1. all the undertaking and all the assets, rights and income of the Company both present and future not otherwise effectively mortgaged or charged by the Mortgage Debenture.

CH1 may convert the floating charge at any time by notice in writing to the Company into a fixed charge as regards any of the property and assets which for the time being are the subject of such floating charge if CH1 believes its security over such property to be in jeopardy.

NB The Company shall not without prior written consent of CH1:

1. create or permit to subsist any mortgage charge pledge hypothecation lien or other security interest on any of its assets other than the Mortgage Debenture;
2. sell transfer lease lend or otherwise dispose of the whole or any part of its undertaking or (save in the normal course of trading at not less than market value) of its assets or enter into any agreement or grant any option for any such sale transfer lease loan or other disposal;
3. part with possession of any freehold or leasehold property grant or agree to grant any option or any licence tenancy or other right of occupation to any person (other than a normal right of occupancy to a patient of the Company in the ordinary course of the Company's trade as a nursing home operator) or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by sections 99 and 100 of the Law of Property Act 1925 provided that such restrictions shall not be construed as a limitation on the powers of any Receiver (as defined in the Mortgage Debenture) appointed under the Mortgage Debenture and being an agent of the Company and CH1 may grant or accept surrenders of leases without restriction at any time after CH1 shall have demanded the payment or discharge of any of the Secured Liabilities.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03558528

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED THE 22nd JANUARY 2004 AND CREATED BY HIGHFIELD CYMRU LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CARE HOMES NO. 1 LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th JANUARY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th JANUARY 2004.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —