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CHFP025

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

* insert full name of Company

COMPANIES FORM No. 395

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

3679340

Name of company

* HIGHFIELD HOME PROPERTIES LIMITED

Date of creation of the charge

17TH AUGUST 1999

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

RENT DEPOSIT DEED

Amount secured by the mortgage or charge

All sums payable to the Landlord (as defined below) in the event of a Default.

See continuation sheet for definition of "Default"

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

NHP SECURITIES NO.3 LIMITED ("the Landlord")
6 Broad Street Place, Blomfield Street, London EC2M 7JH

Postcode

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

Eversheds
Paston House, Princes Street, Norwich, Norfolk, NR3 1BD

PPH/DJR

Time critical reference

For official Use
Mortgage Section

Post room

Short particulars of all the property mortgaged or charged

The Tenant as beneficial owner charges to the Landlord:-

1. Initial Deposit
2. All Interest
3. The Deposit Account, and
4. The Deposit Balance.

See Continuation Sheet for definitions.

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Particulars as to commission allowance or discount (note 3)

Not applicable.

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Signed Eversheds Date 20.8.99

On behalf of [~~company~~] [~~mortgagee~~/chargee] †

† delete as appropriate

Notes

1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.

2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.

3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

5 Cheques and Postal Orders are to be made payable to **Companies House.**

6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

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

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Particulars of a mortgage or charge (continued)

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

CHFP025

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

Company Number

3679340

Name of Company

HIGHFIELD HOME PROPERTIES LIMITED

Limited*

* delete if inappropriate

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

Amount due or owing on the mortgage or charge (continued)

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"Default" means any of the following:-

1. any failure by the Tenant to pay the whole or any oart of the rents from time to time payable under the Lease in accordance with its terms;

2. any failure to make or delay by the Tenant in making any other payment (whether of interest, damages, costs, expenses, VAT, or otherwise) payable to the Landlord;

3. any failure or non-observance, omission or non-performance of any covenant or obligation on the part of the Tenant contained in the Lease;

4. the Tenant entering into liquidation whether compulsory or voluntary (save for the purposes of solvent reconstruction or amalgamation) or suffering a receiver, administrative receiver or administrator to be appointed or being otherwise dissolved or ceasing to exist;

5. the forfeiture of the Lease by the Landlord or disclaimer of the Lease by a trustee in bankruptcy or by a liquidator

"Lease" means the Lease entered into between the Landlord and the Tenant dated 17 August 1999 relating to Worsley Lodge Nursing Home, Worsley Road, Worsley, Salford, Greater Manchester, M28 2WG

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

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

Short particulars of all the property mortgaged or charged (continued)

Please do not write in this binding margin

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

"the Deposit Account"

means an interest bearing account specifically designated "Deposit" Account at such bank or other institution as the Landlord shall from time to time decide in its absolute discretion and notify to the Tenant in writing.

"the Deposit Balance"

means the amount from time to time standing to the credit of the Deposit Account.

"the Initial Deposit"

means the sum equivalent to twice the Basic Rent (as the same is defined in the Lease) payable in the first full calendar month of the Term (as defined in the said Rent Deposit Deed) following the execution and delivery of the said Rent Deposit Deed.

"Interest"

means all interest credited to the Deposit Account from time to time.

"the Landlord"

means NHP Securities No.3 Limited and the persons in whom the reversion immediately expectant on the determination of the Term is for the time being vested.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03679340

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A RENT DEPOSIT DEED DATED THE 17th AUGUST 1999 AND CREATED BY HIGHFIELD HOME PROPERTIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NHP SECURITIES NO.3 LIMITED IN THE EVENT OF A DEFAULT (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21st AUGUST 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th AUGUST 1999.

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

COMPANIES HOUSE

HC026B