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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.

CHFP025

Pursuant to section 395 of the Companies Act 1985

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

Name of company

* Lombardy Court VCT Limited (the "Charging Company")

Date of creation of the charge

30 April 2004

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

Debenture made between (amongst others) the Charging Company and Barclays Bank PLC (in its capacity as Security Agent (as defined in the attached Schedule)) (the "Debenture")

Amount secured by the mortgage or charge

See Part II of the Schedule

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

Barclays Bank PLC (in its capacity as Security Agent (as defined in the attached Schedule))
54 Lombard Street
London

Postcode EC3P 3AH

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

Lovells
Atlantic House
Holborn Viaduct
London
EC1A 2FG

F3TSJWC/ID/SMH/1327187

Time critical reference

For official Use
Mortgage Section

Post room



LD4
COMPANIES HOUSE

LE4H6V8L

0476
11/05/04

See Part III of the attached schedule

Part IV of the attached schedule contains covenants by and restrictions on the Charging Company which protect and further define the charges and which must be read as part of the charges created

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

Lavelle

Date 10 May 2004

On behalf of ~~XXXXX~~ [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

Part I

Definitions

In this Schedule, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. In this Form 395 the following expressions shall have the following meanings respectively set out below:

"Acquisition Agreement Claims" means all the Charging Company's rights, title and interest and benefit in and to, and any sums payable to the Charging Company pursuant to, all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Charging Company, and any rights of abatement or set-off, and all other rights of recovery under or pursuant to any IRL Acquisition Agreement;

"Assets" means in relation to the Charging Company, all its undertaking, property, assets, rights and revenues whatever, present or future, wherever situated in the world and includes each or any of them;

"Beneficiaries" means collectively the Senior Finance Parties, the Mezzanine Finance Parties and the Hedging Banks and includes any one or more of them and **"Beneficiary"** shall be construed accordingly;

"Chargors" means the companies named in Part V (*The Chargors*) of this Schedule and includes (with effect from its execution and delivery of an agreement under which it accedes to the Debenture, or of a debenture in terms similar to the Debenture) any company which subsequently adopts the obligations of a Chargor and also (where the context permits) includes each or any of them and **"Chargor"** shall be construed accordingly;

"Collection Account" means the Chargor's account with the Security Agent or such other account of such Chargor as the Security Agent may direct which the Chargor shall pay the collected or realised Receivables into;

"Debenture Date" means 30 April 2004;

"Facilities Agreement" means the facilities agreement dated 16 August 2002 made between Newco 1, Newco 2 and Newco 3 (as Newcos) (1), Newco 3 and Southern Cross Finance Limited (as Original Borrowers) (2), Newco 1 and certain of its subsidiaries (as Original Guarantors) (3) Barclays Leveraged Finance and The Royal Bank of Scotland Plc (as Mandated Lead Arrangers) (4), the financial institutions listed in Part 3 and Part 4 of Schedule 1 thereto (as Original Lenders) (5), Barclays Bank PLC (as Issuing Bank) (6), Barclays Bank PLC (as Agent) (7), Barclays Bank PLC (as LNG Bank) (8) and Barclays Bank PLC (as Security Agent) (9) (including the guarantees by the Chargors contained in such agreement) as amended and restated on 28 April 2004 and which expression shall include any further amendments, supplements, accessions, variations or additions to such agreement, *however fundamental, including changes to the facilities provided or increases in their maximum amount;*

"Finance Documents" each of the Senior Finance Documents and each of the Mezzanine Finance Documents and **"Finance Document"** means any of them;

"Floating Charge Asset" means insofar only as concerns the floating charge created by Clause 3.1(n) (*Charging Clause*), Assets for the time being comprised within such floating charge;

"Group" means Newco 1 and its Subsidiaries for the time being;

"Hedging Banks" has the meaning given to that term in the Intercreditor Deed;

"Hedging Documents" has the meaning given to that term in the Intercreditor Deed;

"Intellectual Property" means all the Charging Company's patents (including supplementary protection certificates), utility models, trade marks (including service marks) and rights in passing off, copyright and rights in the nature of copyright, database rights, design rights and registered design rights, all other intellectual property rights and, in each case, any extensions and renewals of, and any applications for, such rights;

"Intellectual Property Rights" means all and any of the Charging Company's Intellectual Property and all other rights, causes of action, interests and assets charged by it pursuant to Clause 3.1(i) (*Charging Clause*);

"Intercreditor Deed" means the intercreditor deed dated 16 August 2002 between, amongst others, the Agent, the Lenders, the Security Agent, the Mezzanine Agent, the Mezzanine Lenders, the Newcos, the member of the Target Group, the Investors and the Subordinated Loan Note Holders (each term as defined in the Facilities Agreement);

"IRL Acquisition Agreement" has the meaning given to that term in the Facilities Agreement;

"Land" includes 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 (including trade and tenant's fixtures);

"Mezzanine Finance Documents" means any Fee Letter, any Resignation Letter, any Accession Letter, the Security Documents insofar as they secure the Mezzanine Debt (as defined in the Intercreditor Deed), any Transfer Certificate or undertaking delivered pursuant to clause 24 (*Changes to the Lenders*) of the Mezzanine Loan Agreement (each of the foregoing terms (other than Mezzanine Debt) has the meaning given to it in the Mezzanine Loan Agreement), the Mezzanine Loan Agreement and the Intercreditor Deed and any other document designated as such by the Agent (as defined in the Mezzanine Loan Agreement) and Newco 3;

"Mezzanine Finance Parties" means collectively the Mandated Lead Arrangers, the Lenders, the Agent (each of the foregoing terms has the meaning given to it in the Mezzanine Loan Agreement) and the Security Agent and **"Mezzanine Finance Party"** means any of them;

"Mezzanine Loan Agreement" means the agreement dated 16 August 2002 made between Newco 1, Newco 2 and Newco 3 (as Newcos) (1), Newco 3 (as Original Borrower) (2), Newco 1 and certain of its subsidiaries (as Original Guarantors) (3) Barclays Leveraged Finance (as Mandated Lead Arranger) (4), the financial institutions listed in Part 3 and Part 4 of Schedule 1 therein (as Original Lenders) (5), Barclays Bank PLC (as Agent) (6) and Barclays Bank PLC (as Security Agent) (7), (including the guarantees by the Chargors contained in such agreement) as amended and restated on 28 April 2004 and which expression shall include any further amendments, supplements, accessions, variations or additions to such agreement, however fundamental, including changes to the facilities provided or increases in their maximum amount;

"Newco 1" Southern Cross Healthcare Holdings Limited (Company Number 4379891);

"Newco 2" Southern Cross Debtco Limited (Company Number 4380001);

"Newco 3" Southern Cross Loanco Limited (Company Number 4379999);

"Permitted Security" has the meaning given to that term in the Facilities Agreement;

"Receivables" means in relation to the Charging Company, all sums of money receivable by it on the Debenture Date or in the future, consisting of or payable under or derived from any of its Assets;

"Secured Sums" means all money and liabilities covenanted to be paid or discharged by the Charging Company to the Beneficiaries under Clause 2.1 (*Covenant to pay*) and as more particularly described in Part II of this Schedule;

"Securities" means in relation to the Charging Company, all stocks, shares, debentures and loan stocks issued by any company or person and all other investments (whether or not marketable) at the Debenture Date or in the future owned at law or in equity by the Charging Company, including all interests in investment funds and all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise, and including all Securities owned by the Charging Company in any other member of the Group and **"Security"** shall be construed accordingly;

"Security Agent" means Barclays Bank PLC acting as security agent and trustee for the Beneficiaries and includes any successor appointed by the Beneficiaries pursuant to the Finance Documents;

"Senior Finance Documents" means any Fee Letter, any Accession Letter, any Resignation Letter, the Security Documents insofar as they secure the Senior Debt (as defined in the Intercreditor Deed), any Transfer Certificate or undertaking delivered pursuant to clause 28 (*Changes to the Lenders*) of the Facilities Agreement, any Ancillary Document (each of the foregoing terms (other than Senior Debt) has the meaning given to it in the Facilities Agreement), the Facilities Agreement, the Hedging Documents and the Intercreditor Deed and any other document designated as such by the Agent (as defined in the Facilities Agreement) and Newco 3;

"Senior Finance Parties" means the Agent, the Issuing Bank, the NHP Guarantee Bank, the LNG Bank, a Mandated Lead Arranger, a Lender or an Ancillary Lender (each of the foregoing terms has the meaning given to it in the Facilities Agreement) and the Security Agent; and

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985.

Part II

Amount secured by mortgage or charge

1. All money and liabilities on or after the Debenture Date due, owing or incurred to each Beneficiary by the Charging Company under or pursuant to the Senior Finance Documents whether on or after demand, whether actually or contingently, whether solely or jointly with any other person, whether as principal or surety and whether or not the relevant Beneficiary was an original party to the relevant transaction, including all interest, commission, fees, charges, costs and expenses which each Beneficiary may in the course of its business reasonably charge or incur in respect of the Charging Company or its affairs and so that interest shall be computed and compounded in accordance with the Senior Finance Documents (after as well as before any demand or judgment); and
2. All money and liabilities on or after the Debenture Date due, owing or incurred to each Beneficiary by the Charging Company under or pursuant to the Mezzanine Finance Documents whether on or after demand, whether actually or contingently, whether solely or jointly with any other person, whether as principal or surety and whether or not the relevant Beneficiary was an original party to the relevant transaction, including all interest,

commission, fees, charges, costs and expenses which each Beneficiary may in the course of its business reasonably charge or incur in respect of the Charging Company or its affairs and so that interest shall be computed and compounded in accordance with the Mezzanine Finance Documents (after as well as before any demand or judgment).

Part III

Particulars of property mortgaged or charged

1. By Clause 3.1 (*Charging Clause*) the Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, charged to the Security Agent:
 - (a) by way of first fixed legal mortgage, all freehold and leasehold Land in England and Wales vested in the Charging Company at the Debenture Date and registered at HM Land Registry described opposite its name in Part VI (*Freehold and Leasehold Land*) of this Schedule;
 - (b) by way of first fixed charge, all Land in the future becoming the property of the Charging Company;
 - (c) by way of first fixed charge, all interests in Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to the Charging Company which were not charged under the preceding provisions of Clause 3.1 and all licences at the Debenture Date or in the future held by the Charging Company to enter upon, use or exploit Land and the benefit of all options, easements, agreements for lease and other agreements relating to the acquisition, use, exploitation or disposal of Land to which the Charging Company is at the Debenture Date or may in the future become entitled;
 - (d) by way of first fixed charge, all plant and machinery of the Charging Company at the Debenture Date or in the future attached to any Land which, or an interest in which, was charged under the preceding provisions of Clause 3.1 and all rights and interests of the Charging Company under all agreements at the Debenture Date and in the future for the purchase, maintenance or use of plant and machinery so attached;
 - (e) by way of first fixed charge, all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to the Charging Company under or in connection with any lease, agreement or licence relating to Land;
 - (f) by way of first fixed charge, all Securities belonging to the Charging Company;
 - (g) by way of first fixed charge, all contracts and policies of insurance and assurance at the Debenture Date or in the future held by or otherwise benefiting the Charging Company and all rights and interests of the Charging Company in every such contract and policy (including the benefit of all claims arising and all money payable under such contracts and policies);
 - (h) by way of first fixed charge, all the goodwill and uncalled capital for the time being of the Charging Company;
 - (i) (i) by way of first fixed charge all Intellectual Property belonging to the Charging Company at the Debenture Date or in the future, in any part of the world (including any Intellectual Property to which the Charging

Company is not absolutely entitled or to which it is entitled together with others);

- (ii) by way of first fixed charge all the benefit of agreements and licences at the Debenture Date or in the future entered into or enjoyed by the Charging Company relating to the use or exploitation of any Intellectual Property in any part of the world; and
- (iii) by way of first fixed charge all trade secrets, confidential information and know how owned or enjoyed by the Charging Company at the Debenture Date or in the future in any part of the world;
- (j) by way of first fixed charge, all book and other debts at the Debenture Date or in the future owing to the Charging Company and all rights and claims of the Charging Company against third parties, at the Debenture Date and future, capable of being satisfied by the payment of money (except rights and claims effectively charged under the preceding provisions of Clause 3.1);
- (k) by way of first fixed charge, the benefit of all negotiable instruments, guarantees, bonds, debentures, legal or equitable charges and all other security, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all other rights and remedies at the Debenture Date or in the future available to the Charging Company as security for any Receivable or for the performance by any third party of any obligation at the Debenture Date or in the future owed to the Charging Company;
- (l) by way of first fixed charge, all money at any time standing to the credit of any Collection Account relating to the Charging Company, including the proceeds of all its Receivables, which proceeds, for the avoidance of doubt, on payment into such Collection Account cease to be subject to the charges contained in the preceding provisions of Clause 3.1 but are subject to the fixed charge contained in paragraph (l) of Clause 3.1;
- (m) by way of first fixed charge, all money at any time standing to the credit of any bank account relating to the Charging Company;
- (n) by way of floating charge:
 - (i) all Assets at the Debenture Date or in the future owned by the Charging Company except to the extent that such Assets are for the time being effectively charged by any fixed charge contained in the preceding provisions of Clause 3.1, including any Assets comprised within a charge which is reconverted under Clause 3.6; and
 - (ii) without exception all Assets insofar as they are for the time being situated in Scotland

but in each case the Charging Company agreed that it would not, save for Permitted Security, create any mortgage or any fixed or floating charge or other security over any Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, the floating charge created under the Debenture) or take any other step referred to in Clause 6.1(a) (*Negative Pledge and Other Restrictions*) with respect to any Floating Charge Asset and the Charging Company agreed that it would not, without the prior written consent of the Security Agent, sell, transfer, part with or dispose of any Floating Charge Asset except by way of sale in the ordinary course of its business.

2. By Clause 3.2, the Charging Company with full title guarantee assigned (insofar as they are capable of being assigned by way of security) in favour of the Security Agent but subject to the right of the Charging Company to redeem such assignment upon the full payment or discharge of all Secured Sums:
- (a) all claims of the Charging Company against all persons who are at the Debenture Date or in the future the lessees, sub-lessees or licensees of its Land and all guarantors and sureties for the obligations of such persons;
 - (b) the benefit of all guarantees, warranties and representations given or made to the Charging Company by, and any rights or remedies against, all or any of the manufacturers, suppliers or installers of any fixtures at the Debenture Date or in the future attached to such Land;
 - (c) the benefit of all rights and claims to which the Charging Company is at the Debenture Date or in the future entitled under any agreements for lease, agreements for sale, contracts, options or undertakings relating to any estate, right or interest in or over such Land;
 - (d) all rights and claims to which the Charging Company is at the Debenture Date or in the future entitled against any builder, contractor or professional adviser engaged in relation to such Land or property development or works, including, without limitation, under any collateral warranty or similar agreement;
 - (e) the benefit of all rights and claims to which the Charging Company is at the Debenture Date or in the future entitled under or in respect of any joint venture, partnership or similar arrangement or agreement; and
 - (f) the Acquisition Agreement Claims of the Charging Company.

Part IV

Covenants and Restrictions

1. By Clause 3.3 the Charging Company agreed that the floating charge created by it in Clause 3.1(n) may be crystallised into a fixed charge by notice in writing given at any time by the Security Agent to the Charging Company. Such crystallisation is to take effect over such Floating Charge Assets or class or classes of Floating Charge Assets as is specified in the notice. If no Floating Charge Assets are so specified, it is to take effect over all Floating Charge Assets of the Charging Company.
2. By Clause 3.4 the Charging Company agreed that if without the Security Agent's prior written consent, it resolves to take or takes any step to charge (whether by way of fixed or floating charge) or otherwise encumber (other than by way of Permitted Security) any of its Floating Charge Assets or to create a trust over any such Floating Charge Asset or to dispose of any such Floating Charge Asset except by way of sale or other disposition in the ordinary course of the Charging Company's business, or if any person resolves to take or takes any step to levy any distress, execution, sequestration or other process against any Floating Charge Asset, then the floating charge created by Clause 3.1(n) shall be automatically crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset instantly on the occurrence of such event.
3. By Clause 3.5 the Charging Company agreed that except as otherwise stated in any notice given under Clause 3.3 or unless such notice relates to all Floating Charge Assets, Floating Charge Assets acquired by the Charging Company after crystallisation has occurred under Clause 3.3 or 3.4 shall continue subject to the floating charge created by

Clause 3.1(n), so that the crystallisation shall be effective only as to its Floating Charge Assets in existence at the date of crystallisation.

4. By Clause 3.6 the Charging Company agreed that any charge by it which has crystallised under Clause 3.3 or 3.4 may, by notice in writing given at any time by the Security Agent to the Charging Company, be reconverted into a floating charge in relation to the Assets or class or classes of Assets specified in such notice.
5. By Clause 3.7 the Charging Company agreed that any mortgage, fixed charge or other fixed security whenever and however created by it 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 Clause 3.1(n).
6. By Clause 3.8 the Charging Company agreed that any debentures, mortgages or charges (fixed or floating) created in the future by the Charging Company (except those 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.
7. By Clause 3.10, the Charging Company agreed that the fixed charges given by it over its Receivables under Clause 3.1 shall apply to all Receivables owing to it by any other member of the Group.
8. By Clause 4.1, the Charging Company agreed that it would, subject to the rights of any prior mortgagee and except as otherwise expressly agreed in writing by the Security Agent:
 - (a) deposit with the Security Agent, and the Security Agent shall be entitled to retain, all deeds and documents of title relating to all its Assets charged by way of fixed charge under Clause 3.1 (including policies of insurance and assurance); and
 - (b) execute and deliver to the Security Agent such documents and transfers and give such instructions and perform such other acts as the Security Agent may require by written request at any time to constitute or perfect an equitable or legal charge (at the Security Agent's option) over registered Securities or a pledge over bearer Securities, including any Securities eligible to participate in any paperless transfer and settlement system or held in a clearing system.
9. By Clause 4.2 the Charging Company agreed that unless and until the Debenture becomes enforceable or the Security Agent otherwise directs in any case:
 - (a) all voting and other rights attaching to Securities shall continue to be exercised by the Charging Company for so long as it remains their registered owner and it shall not permit any person other than the Charging Company, the Security Agent or the Security Agent's nominee to be registered as holder of any Securities or any part thereof; and
 - (b) if Securities are registered in the name of the Security Agent's nominee, all voting and other rights attaching to them shall be exercised by the nominee in accordance with instructions in writing from time to time received from the Charging Company and, in the absence of any such instructions, the nominee shall refrain from exercising any such rights.
10. By Clause 6.1 the Charging Company agreed to collect and realise all its Receivables and to pay into the Collection Account all money which it may receive in respect of them immediately on receipt. The Charging Company agreed that it shall, pending such payment, hold all money so received upon trust for the Security Agent and agreed that it would not, (save as otherwise permitted under the Facilities Agreement and the

Mezzanine Loan Agreement) without the prior written consent of the Security Agent, charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any other person or purport to do so.

11. By Clause 6.2 the Charging Company agreed that if the Security Agent releases, waives or postpones its rights in respect of any Receivables for the purpose of enabling the Charging Company to factor or discount them to a third party, the charges created by the Debenture would in all other respects remain in full force and effect. In particular all amounts becoming due to the Charging Company from the third party and any Receivables re-assigned, or due to be re-assigned, by the third party to the Charging Company would be subject to the relevant fixed charge created by Clause 3.1, subject only to any defences or rights of set-off which the third party may have against the Charging Company.
12. By Clause 7.1 the Charging Company agreed that it would not, without the prior written consent of the Security Agent (and with the exception of Permitted Security):
 - (a) create, or agree or attempt to create, or permit to subsist, any Security over any of its Assets;
 - (b) sell, assign, lease, license or sub-license, or grant any interest in, its Land or Intellectual Property Rights, or purport to do any such act, or part with possession or ownership of them, or allow any third party access or the right to use or copy any such Intellectual Property Right save as permitted by clause 25.3 (*Restriction on Disposals*) of the Facilities Agreement and clause 21.3 (*Restriction on Disposals*) of the Mezzanine Loan Agreement.
13. By Clause 10.2 the Charging Company agreed that it would not, without the prior written consent of the Security Agent which would not be unreasonably withheld or delayed, seek to compromise, compound, discharge, postpone, release, set-off, settle or subordinate any of its Receivables or waive its rights of action in connection with them, or do or omit to do anything which may delay or prejudice their full recovery.
14. By Clause 12.2 the Charging Company agreed that without the prior written consent of the Security Agent it would not:
 - (a) erect any building or make any structural alteration or carry out any development (as defined in section 55 Town and Country Planning Act 1990) on any such Land or apply for any planning consent for the development of any such Land, or (save in the ordinary course of repair, replacement or improvement) at any time sever, remove or dispose of any fixture on it;
 - (b) enter into onerous or restrictive obligations affecting any such Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which might reasonably be expected to adversely affect its value or the value of the security over it.
15. By Clause 13.1(g) the Charging Company agreed that it would not, during the continuance of the security of the Debenture, unless the Security Agent otherwise agreed in writing, sell, assign, transfer, lease, license, sub-license or permit any third party to use or exploit such Intellectual Property Rights.
16. By Clause 13.1(h) the Charging Company agreed that it would not alter any specification for which any trade mark had been registered or give its consent to registration by a third party of any trade mark the same or confusingly similar to any trade mark owned by the Charging Company.

17. By Clause 13.1(j), the Charging Company agreed that it would not without the Security Agent's prior written consent use the Security Agent's name in or join the Security Agent into any proceedings relating to infringement of any Intellectual Property Rights.
18. By Clause 14.1 the Charging Company agreed that it would not, without prior written consent of the Security Agent, exercise any power of leasing, or accepting surrenders of leases of, any Land, nor (save where obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet nor make any election to waive exemption under paragraph 2 Schedule 10 Value Added Tax Act 1994 in its capacity as landlord of any such Land.
19. By Clause 14.2 the Charging Company agreed that it would not part with possession (except on the determination of any lease, tenancy or licence granted to the Charging Company) of any Land or share the occupation of it with any other person, or agree to do so, without the prior written consent of the Security Agent save for in its normal course of business in connection with the provision of healthcare services.

Part V

The Chargors

Name	Registered number
Intercare Residential Limited	3440926
Lombardy Court VCT Limited	3786161
Drummond Court VCT Limited	3570206
<i>Fryers Walk VCT Limited</i>	3708628
Broad Oaks VCT Limited	4033332
Churchcroft VCT Limited	3570205

Part VI

Freehold and Leasehold Land

Registered Proprietor	Description of property	Title number (if available)
Lombardy Court VCT Limited	Lombardy Park Residential Home, 5 Monmouth Close , Ipswich Freehold land lying to the south east side of Montgomery Road, Ipswich registered with title absolute at HM Land Registry	SK202684

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03786161

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 30th APRIL 2004 AND CREATED BY LOMBARDY COURT VCT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO EACH BENEFICIARY 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 11th MAY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th MAY 2004.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —