

# M

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

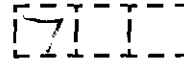
A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



04556634

Name of company

\* Healthcare Properties (Oxford) Limited (the Assignor)

Date of creation of the charge

05 May 2005

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

Deed of assignment (the Assignment) dated 05 May 2005 between (1)  
Healthcare Properties (Oxford) Limited as Assignor and (2) The Governor  
and Company of the Bank of Scotland (BoS).

Amount secured by the mortgage or charge

All or any monies and liabilities which shall from time to time (and  
whether on or at any time after demand) be due, owing or incurred in  
whatsoever manner to BoS, by the Assignor, whether actually or  
contingently, solely or jointly and whether as principal or surety and  
whether or not BoS shall have been an original party to the relevant  
transaction, and including interest, discount, commission and other lawful  
charges or expenses which BoS may in the course of its business charge or  
incur in respect of any of those matters or for keeping the Assignor's  
account, and so that interest shall be computed and compounded according  
to the usual BoS rates and practice as well after as before any demand  
made or decree obtained under or in relation to the Assignment (Secured  
Obligations).

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

The Governor and Company of the Bank of Scotland, The Mound, Edinburgh  
(BoS)

Please return  
via

Postcode EH1 1YZ

CH London Counter

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

Denton Wilde Sapte  
~~1 Fleet Place~~  
London  
EC4M 7WS

AKH/GUS/75003.00044

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room



LD6  
COMPANIES HOUSE

0383  
18/05/05

Short particulars of all the property mortgaged or charged

The Assignor hereby assigns and agrees to assign with full title guarantee absolutely to BoS as a continuing security for the discharge on demand of the Secured Obligations, all the Assignor's right, title, benefit and interest in and to each and every Assigned Contract including, without limitation, all sums payable thereunder.

(Continued on document 7076286)

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

*Denton Wilde Jupte*

Date 17 May 2005

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Company Number

04556634

Name of company

Healthcare Properties (Oxford) Limited

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

(Continued from document 7076221)

- 1 The security constituted by or pursuant to this Assignment shall:
  - (a) be in addition to and shall be independent of every bill, note, guarantee, mortgage, pledge or other security which BoS may at any time hold in respect of any of the Secured Obligations and it is declared that no prior security held by BoS over the Charged Property or any part thereof shall merge in the security created hereby or pursuant hereto; and
  - (b) remain in full force and effect as a continuing security until discharged by BoS PROVIDED THAT any such discharge shall be conditional upon no security, disposition or payment to BoS by the Assignor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation or insolvency or for any reason whatsoever and if such condition shall not be fulfilled, BoS shall be entitled to enforce the Assignment subsequently as if such discharge had not occurred and any such payment not been made.
- 2 For the avoidance of doubt, notwithstanding the terms of the Assignment, BoS shall not have any obligation or liability under any of the Assigned Contracts by reason of the Assignment to:
  - (a) perform any of the obligations or duties of the Assignor thereunder;
  - (b) make any payment thereunder;
  - (c) present or file any claim or take any other action to collect or enforce any claim for the payment of any sum payable thereunder; or
  - (d) make any enquiries as to the nature or sufficiency of any payments received by BoS by virtue of this Assignment.
- 3 To the extent any right, title or interest described in (b) of the definition of Assigned Contracts is not assignable or capable of assignment, the assignment purported to be effected by this Clause shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent, income or other benefit which the Assignor may derive or be awarded or entitled to in respect of such Assigned Contracts and continuing security for the discharge on demand of the Secured Obligations.

## Negative pledge

The Assignor covenants that without the prior written consent of BoS it shall not nor shall it agree or purport to create or permit to subsist any Security Right whether in any such case ranking in priority to or pari passu with or after the assignments hereby created or any other security created by this Assignment other than the Security

Company Number

04556634

Name of company

Healthcare Properties (Oxford) Limited

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

Rights in favour of BoS or as otherwise permitted under the terms of the Facility Letter.

DEFINITIONS**Acquisition Agreement** has the meaning given to that term in the Facility Letter.**Assigned Contracts** means: *contracts*

- (a) the Assignor's rights and interests under the agreements described in Schedule 1 (*Agreements containing the Further Contractual Rights*) other than those under the Acquisition Agreement which have been assigned to ECEL pursuant to the ECEL Agreement; and
- (b) the Assignor's rights and interests under all other agreements, contracts, deeds, undertakings, guarantees, warranties or other documents now in existence or entered into after the date of this Assignment and from time to time;

and **Assigned Contract** means any of them.**Charged Property** means the property, assets and income of the Assignor assigned to BoS by or pursuant to this Assignment and each and every part thereof;**ECEL Agreement** has the meaning given to that term in the Facility Letter.**ECEL Legal Charge** has the meaning given to that term in the Facility Letter.**ECEL Share Charge** has the meaning given to that term in the Facility Letter.**ECEL** means European Care (England) Limited, a company incorporated in England with company number 4530029;**ECL** means European Care Limited, a company incorporated in England with company number 3856015;**Facilities Letter** means a facilities agreement dated 5 May 2005 between the Assignor and BoS.

**Secured Obligations** means all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Assignor, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not BoS shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Assignor's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice as well after as before any demand made or decree obtained under or in relation to this Assignment;

Name of company

Healthcare Properties (Oxford) Limited

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

**Security Right** means any mortgage, charge, security, pledge, lien, right of set-off, right to retention of title or other encumbrance, whether fixed or floating, over any present or future property, asset or undertaking.

SCHEDULE 1 - AGREEMENTS CONTAINING THE FURTHER CONTRACTURAL RIGHTS

Agreement	Date	Parties
Acquisition Agreement	5 May 2005	(1) James Wallace McGeorge as vendor and (2) the Assignor as purchaser
ECEL Legal Charge	5 May 2005	(1) ECEL in favour of (2) the Assignor
Each lease as more particularly described in Schedule 2 below	5 May 2005	(1) Assignor (2) ECEL and (3) European Care Limited
ECEL Share Charge	5 May 2005	(1) European Care Limited (2) the Assignor (3) Anoup Treon and (4) ECEL
ECEL Agreements	5 May 2005	(1) Assignor (2) ECEL and (3) European Care Limited
A debenture creating a fixed and floating charge over the whole of the assets and undertaking of ECEL	10 December 2002	(1) Assignor and (2) ECEL
A legal charge	10 December 2002	(1) Assignor and (2) ECEL
A supplemental debenture including an assignment	5 May 2005	(1) the Assignor and (2) ECEL
Facility letter	5 May 2005	(1) the Assignor and (2) ECEL

Company Number

04556634

Name of company

Healthcare Properties (Oxford) Limited

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

**SCHEDULE 2 – LEASES**

Lease of Howard Castle Nursing Home, Dacre Place, Morpeth NE61 5NW dated on or about the date of this Deed made between Healthcare Properties (Oxford) Limited (1) European Care (England) Limited (2) European Care Limited (3) for a term of 35 years, the reversionary interest to which is registered at the Land Registry with title number ND90100 & ND11141

Lease of Pickering Lodge Nursing Home, Pickering Nook, Stanley, Durham, NE16 6AY dated on or about the date of this Deed made between Healthcare Properties (Oxford) Limited (1) European Care (England) Limited (2) European Care Limited (3) for a term of 35 years, the reversionary interest to which is registered at the Land Registry with title number DU151301

Lease of Meadow View Specialist Residential Care Home, Front Street, Kibblesworth, Gateshead NE11 0YJ dated on or about the date of this Deed made between Healthcare Properties (Oxford) Limited (1) European Care (England) Limited (2) European Care Limited (3) for a term of 35 years, the reversionary interest to which is registered at the Land Registry with title number TY206161

Lease of Thorndale Care Home, Thorndale Road, Sunderland SR3 4JT dated on or about the date of this Deed made between Healthcare Properties (Oxford) Limited (1) European Care (England) Limited (2) European Care Limited (3) for a term of 35 years, the reversionary interest to which is registered at the Land Registry with title number TY291516 & TY397193

Lease of Holygarth House Care Home, Brandon Lane, Brandon, Durham DH7 8SH dated on or about the date of this Deed made between Healthcare Properties (Oxford) Limited (1) European Care (England) Limited (2) European Care Limited (3) for a term of 35 years, the reversionary interest to which is registered at the Land Registry with title number DU65516

Lease of The Pavillion Residential Home, North View Terrace, Fence Houses, DH4 5NW dated on or about the date of this Deed made between Healthcare Properties (Oxford) Limited (1) European Care (England) Limited (2) European Care Limited (3) for a term of 35 years, the reversionary interest to which is registered at the Land Registry with title number TY325774

Lease of Grosvenor Lodge Care Home, 26 Grosvenor Road, South Shields, NE33 3QQ dated on or about the date of this Deed made between Healthcare Properties (Oxford) Limited (1) European Care (England) Limited (2) European Care Limited (3) for a term of 35 years, the reversionary interest to which is registered at the Land Registry with title number TY53967

Lease of Stanley Burn Care Home, Station Road, Wylam, NE41 8JA dated on or about the date of this Deed made between Healthcare Properties (Oxford) Limited (1) European Care (England) Limited (2) European Care Limited (3) for a term of 35 years, the reversionary interest to which is registered at the Land Registry with title number ND107283

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04556634

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED THE 5th MAY 2005 AND CREATED BY HEALTHCARE PROPERTIES (OXFORD) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND 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 18th MAY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd MAY 2005.

GRH  
L/C



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —