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CHFP025

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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 £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

161111

4556634

Name of company

* Healthcare Properties (Oxford) Limited (the Borrower)

Date of creation of the charge

05 May 2005

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

Legal Charge (the Charge) dated 05 May 2005 between (1) Healthcare Properties (Oxford) Limited (the Borrower) and (2) The Governor and Company of the Bank of Scotland (the Bank)

Amount secured by the mortgage or charge

All sums of money owed and all liabilities or obligations to be carried out to the Bank at anytime and from time to time by the Borrower whether:

- (i) they arise before or after the Bank has demanded that they are repaid or carried out;
- (ii) they are owed or to be carried out immediately or only after a stated event has occurred;
- (iii) the Borrower owes or is to carry them out on his own or jointly with any other persons;
- (iv) the Borrower owes or is to carry them out on his own account or as guarantor for other persons;

together with Interest upon them and Expenses relating to them (the Debt)

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

The Governor and Company of the Bank of Scotland, Level 7 Bishopsgate Exchange, 155 Bishopsgate, London (the Bank)

Postcode EC2M 3YB

Please return
via

CH London Counter

Presenter'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

0384
18/05/05

Short particulars of all the property mortgaged or charged

The Borrower agrees to pay to the Bank the Debt in accordance with the terms of such Debt from time to time. The Borrower with full title guarantee charges as security for the Debt:-

(i) by way of legal mortgage the Properties;

(ii) by way of fixed charge all buildings and other structures on, and items fixed to, the Properties;

(iii) by way of fixed charge any goodwill relating to the Properties or the business or undertaking conducted at the Properties;

(iv) by way of fixed charge all plant, machinery and other items affixed to and forming part of the Properties on or at any time after the date of the Charge;

(continued on document 7077345)

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

PT

Particulars as to commission allowance or discount (note 3)

Nil

Signed Denton Wilde Jupte

Date 17 May 2005

On behalf of ~~XXXXXX XXXXXX~~ (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

Name of company

Healthcare Properties (Oxford) Limited

Short particulars of all property mortgaged or charged

(continued from document 7077263)

(v) by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Borrower relating to them to hold to the Bank absolutely subject to redemption upon repayment of the Debt;

(vi) by way of fixed charge the proceeds of any claim made under any insurance policy relating to any of the Properties charged under the Charge; and

(vii) if the Borrower is a company (which shall include an industrial and provident society registered under the Industrial and Provident Society Acts) by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of the Charge on or in or used in connection with the Properties or the business or undertaking conducted at the Properties.

Negative Pledge: The Borrower agrees:

- (a) Not to create or attempt to create or allow to be created or to exist (whether by specific agreement imposed by rule of law or Act of Parliament) any charge or lien of any kind over the Property without the prior written consent of the Bank;
- (b) Not to sell, transfer, lease or otherwise dispose of all or part of the Property, or agree to do so, whether at law or in equity, without the prior written consent of the Bank.

All of the provisions of the Conditions shall be deemed to apply to the Charge as though they were set out in full.

Definitions

Conditions mean the Bank's Commercial Charge Conditions (2003 Edition)

Expenses has the meaning given to that term in the Conditions.

Properties means the properties described in the Schedule below and the other assets charged under clause 3 of the Charge.

Rental Sums have the same meanings as in the Conditions.

Interest shall have the same meaning as given to it in the Conditions.

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 2

Company Number

4556634

Name of company

Healthcare Properties (Oxford) Limited

Short particulars of all property mortgaged or charged

The Schedule

"Properties" means the freehold property set out below

Address or Description	Title No(s) (if registered land)
Howard Castle Nursing Home, Dacre Place, Morpeth NE61 5NW	ND90100 ND11141
Pickering Lodge Nursing Home, Pickering Nook, Stanley, Durham, NE16 6AY	DU151301
Meadow View Specialist Residential Care Home, Front Street, Kibblesworth, Gateshead NE11 0YJ	TY206161
Thorndale Care Home, Thorndale Road, Sunderland SR3 4JT	TY291516 TY397193
Holygarth House Care Home, Brandon Lane, Brandon, Durham DH7 8SH	DU65516
The Pavillion Residential Home, North View Terrace, Fence Houses, DH4 5NW	TY325774
Grosvenor Lodge Care Home, 26 Grosvenor Road, South Shields, NE33 3QQ	TY53967
Stanley Burn Care Home, Station Road, Wylam, NE41 8JA	ND107283
Howard Castle Nursing Home, Dacre Place, Morpeth NE61 5NW	ND90100 ND11141
Pickering Lodge Nursing Home, Pickering Nook, Stanley, Durham, NE16 6AY	DU151301

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 LEGAL CHARGE 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 ON ANY ACCOUNT WHATSOEVER 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.

CRH
L/C



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —