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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

156599

143

Particulars of a mortgage or charge

395

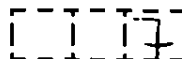
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



4779288

Name of company

* Richmond Painswick Limited (the "Chargor")

Date of creation of the charge

19 August 2008

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

Debenture (the "Charge")

Amount secured by the mortgage or charge

All present and future obligations and liabilities of the Chargor to each Finance Party under the terms of any Finance Document whether actual or contingent and whether owed or incurred alone or jointly and/or severally with another and as principal or as surety or in any other capacity or of any nature except for any obligation which, if it were so included, would result in the Charge contravening any applicable law (including section 151 of the Companies Act 1985) (the "Secured Obligations")

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

The Governor and Company of the Bank of Ireland, Group Head Office, Lower Baggot St, Ireland
(the "Security Trustee")

Postcode Dublin 2

Presentor's name address and
reference (if any)

Field Fisher Waterhouse LLP
35 Vine Street
London
EC3N 2AA
AMX/RAL/42467 31

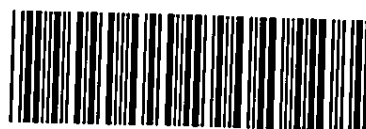
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



LIDV82UF

LD2

04/09/2008

38

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached 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)

Nil

Signed Field Fisher Waterhouse LLP

Date 3/9/2008

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**.

Particulars of a mortgage or charge

Company Number 4779288

Name of Company Richmond Painswick Limited

Short particulars of property mortgaged or charged

By clause 3 of the Charge

1

(a) The Chargor charged by way of first legal mortgage

(i) all freehold, leasehold or other immovable property specified as follows

A All that freehold land known as Richmond Care Village, Stroud Road, Painswick, Gloucestershire as registered at the Land Registry under Title Number GR269317

B All that leasehold land lying to the south of Stroud Road, Painswick as registered at the Land Registry under Title Number GR269326

and

(ii) all estates and interests in any other freehold, leasehold or other immovable property in England and Wales belonging to it on the date of the Charge

(b) The Chargor charged by way of first fixed charge (to the extent that it is not the subject of a mortgage under paragraph (a) above) all estates and interests in any freehold, leasehold or other immovable property (present or future) belonging to it

(c) The Chargor charged by way of first fixed charge all rents receivable from any lease granted out of any freehold, leasehold or other immovable property (present or future) belonging to it

(d) Any reference in paragraphs (a) or (b) above to a mortgage or charge of freehold, leasehold or other immovable property includes the benefit of all covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants

Short particulars of property mortgaged or charged continued

-
- 2 The Chargor charged by way of first fixed charge all plant and machinery (present or future) owned by the Chargor and its interest in any plant or machinery for the time being in its possession other than a Permitted Disposal (as that term is defined in the Facilities Agreement)
- 3 The Chargor charged by way of first fixed charge the benefit of all of its Authorisations including for the avoidance of doubt, all of its Planning Permissions, (present or future) held or utilised by it in connection with its business or any of its assets, and the right to recover or receive compensation which may become payable to it in respect of any such Authorisation
- 4 The Chargor charged by way of first fixed charge
- (a) all its interests and rights (present and future) in or to any money at any time standing to the credit of the Accounts, and
 - (b) all its interests and rights (present and future) in or to any money at any time standing to the credit of any other account with the Security Trustee or with any other bank or financial institution
- 5 The Chargor charged by way of first fixed charge
- (a) all of its book debts (present and future),
 - (b) all of its other debts (present or future),
 - (c) all other monies due or owing to the Chargor (present or future),
 - (d) the benefit of all rights, securities or guarantees (present or future) in respect of such book debts or other debts or monies
- 6 The Chargor assigned absolutely, subject to a proviso for re-assignment on redemption, all benefits in the Insurances
- 7 The Chargor charged by way of first fixed charge all present and future goodwill of the Chargor and uncalled capital for the time being of the Chargor
- 8 The Chargor charged by way of first fixed charge its interest in all the Securities

Particulars of a mortgage or charge

Company Number 4779288

Name of Company Richmond Painswick Limited

Short particulars of property mortgaged or charged continued

- 9 The Chargor charged by way of first fixed charge
- (a) all of the Intellectual Property presently belonging to it, and
 - (b) all the Intellectual Property that may be acquired by or belong to it in the future
- 10 The Chargor charged by way of first fixed charge all negotiable instruments at any time drawn, issued or endorsed in favour of, or held by or on behalf of, the Chargor, including (but not limited to) any such instruments which at any time have been deposited with any Finance Party (whether or not endorsed to any Finance Party)
- 11 The Chargor charged by way of first fixed charge the benefit of any interest rate swap, currency swap, cap or collar arrangement, future, option, forward rate agreement or other derivative instrument (however described) or any other agreement with the Hedge Counterparty or any third party for protecting or hedging any of the Secured Obligations at any time and the benefit of all rights, securities or guarantees in respect of them
- 12 The Chargor assigned absolutely, subject to a proviso for re-assignment on redemption, the benefit of all its right, title and interest in respect of any agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this clause This includes, but is not limited to, the Assigned Contracts
- 13 The Chargor charged by way of first fixed charge any beneficial interest, claim or entitlement of the Chargor (present or future) in any pension fund
- 14
- (a) The Chargor charged by way of first floating charge all the assets of the Chargor not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this clause
 - (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Charge, and such floating charge shall become enforceable for the purposes of paragraph 16 of that Schedule when the security created by the Charge becomes enforceable

Short particulars of property mortgaged or charged continued

By clause 4 of the Charge, the Chargor undertook not to create or permit to subsist any Encumbrance over any of its assets, save as permitted under the Charge

All the security created under the Charge was created with full title guarantee in favour of the Security Trustee as continuing security for the payment or discharge of the Secured Obligations

In this form 395

“Accession Letter”	means a document substantially in the form set out in Schedule 7 (<i>Form of Accession Letter</i>) of the Facilities Agreement,
“Accounts”	shall have the same meaning as adopted in the Facilities Agreement,
“Additional Borrower”	means a company which becomes a Borrower in accordance with clause 27 (<i>Changes to the Obligors</i>) of the Facilities Agreement,
“Additional Guarantor”	means a company which becomes a Guarantor in accordance with clause 27 (<i>Changes to the Obligors</i>) of the Facilities Agreement,
“Additional Obligor”	means an Additional Borrower or an Additional Guarantor,
“Agent”	means The Governor and Company of the Bank of Ireland,
“Arranger”	means The Governor and Company of the Bank of Ireland,
“Ancillary Document”	means each document relating to or evidencing the terms of an Ancillary Facility,

Short particulars of property mortgaged or charged continued

“Ancillary Facility”	means any ancillary facility made available by the Ancillary Lender in accordance with clause 6 (<i>Bank Guarantees and Ancillary Facilities</i>) of the Facilities Agreement,
“Ancillary Lender”	means the Lender identified above as the ancillary lender, which makes available an Ancillary Facility in accordance with clause 6 (<i>Bank Guarantees and Ancillary Facilities</i>) of the Facilities Agreement,
“Assigned Contracts”	means the Development Documents in relation to all Developments that the Chargor has entered into at the date of the Charge or may enter into after the date of the Charge including, but not limited to, the agreements listed in Schedule 2 of the Charge,
“Authorisation”	means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,
“Borrower”	means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 27 (<i>Changes to the Obligors</i>) of the Facilities Agreement,
“Company”	means Richmond Care Villages Holdings Limited (Company number 5105798),
“Compliance Certificate”	means a certificate substantially in the form set out in Schedule 9 (<i>Form of Compliance Certificate</i>) to the Facilities Agreement or otherwise in form and substance satisfactory to the Agent,
“Development”	has the meaning given to such term in the Facilities Agreement,

Particulars of a mortgage or charge

Company Number 4779288

Name of Company Richmond Painswick Limited

Short particulars of property mortgaged or charged continued**“Development Documents”**

means, in respect of a Development, the related Building Contracts (as that term is defined in the Facilities Agreement), letters of appointment for each related Professional (as that term is defined in the Facilities Agreement), the related Collateral Warranties (as that term is defined in the Facilities Agreement) and the related performance bond required to be delivered to the Agent pursuant to paragraph (a)(iii) of Part 1E of Schedule 2 (*Conditions Precedent*) of the Facilities Agreement,

“Encumbrance”

means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

“Facilities Agreement”

means the senior term and revolving facilities agreement dated 18th August 2008 between the Parent, the Company and those of its Subsidiaries as set out therein (the Company and those Subsidiaries together defined in the Facilities Agreement as the Original Borrowers and the Original Guarantors), the Original Lenders, the Arranger, the Agent, the Issuing Bank, the Ancillary Lender and the Security Trustee,

“Fee Letter”

means

- (a) any letter or letters dated on or about the date of the Facilities Agreement between the Arranger and the Company (or the Agent and the Company or the Security Trustee and the Company) setting out any of the fees referred to in clause 14 (*Fees*) of the Facilities Agreement, and

Particulars of a mortgage or charge

Company Number 4779288

Name of Company Richmond Painswick Limited

Short particulars of property mortgaged or charged continued

- (b) any agreement setting out fees payable to a Finance Party referred to in clause 14.7 (*Interest, commission and fees on Ancillary Facilities*) of the Facilities Agreement or under any other Finance Document,

“Finance Party”

means the Agent, the Arranger, a Lender, the Issuing Bank, the Ancillary Lender, a Hedge Counterparty or the Security Trustee,

“Finance Documents”

means the Facilities Agreement, the Mandate Letter, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Security Trust Deed, any Selection Notice, any Security Document, any Utilisation Request and any other document designated as a **“Finance Document”** by the Agent and the Company,

“Guarantor”

means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 27 (*Changes to the Obligors*) of the Facilities Agreement,

“Group”

means the Company and each of its Subsidiaries for the time being,

“Hedge Counterparty”

means a Lender which has entered into a Hedging Agreement or any other person which has become a party to the Security Trust Deed as a Hedge Counterparty in accordance with the provisions of the Security Trust Deed,

“Hedging Agreement”

means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by a Borrower and a Hedge

Particulars of a mortgage or charge

Company Number 4779288

Name of Company Richmond Painswick Limited

Short particulars of property mortgaged or charged continued

	Counterparty for the purpose of hedging interest rate liabilities and/or any inflation risks in accordance with the Hedging Letter delivered to the Agent under clause 4.1 (<i>Initial conditions precedent</i>) of the Facilities Agreement,
“Hedging Letter”	has the meaning given to that term in Part 1 of Schedule 2 (<i>Conditions Precedent</i>) of the Facilities Agreement,
“Insurances”	means all contracts and policies of insurance (including, for the avoidance of doubt, all cover notes) present or future, taken out by or on behalf of the Chargor or (to the extent of such interest) in which the Chargor has an interest and, including, without limitation, any key man policies and all claims and returns of premiums in respect of them,
“Intellectual Property”	means <ul style="list-style-type: none">(a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered, and(b) the benefit of all applications and rights to use such assets of each member of the Group,
“Issuing Bank”	means the Lender identified in the Facilities Agreement as the issuing bank,
“Lender”	means

Particulars of a mortgage or charge

Company Number 4779288

Name of Company Richmond Painswick Limited

Short particulars of property mortgaged or charged continued

-
- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Facilities Agreement in accordance with clause 26 (*Changes to the Lenders*) of the Facilities Agreement,
- which in each case has not ceased to be a party to the Facilities Agreement in accordance with the terms of the Facilities Agreement,
- “Mandate Letter”** means the letter dated 17 July 2008 between the Arranger and the Company,
- “Obligor”** means a Borrower or a Guarantor,
- “Original Lenders”** means The Governor and Company of the Bank of Ireland and Barclays Bank, plc,
- “Original Shareholders”** means such persons who the Agent has prior to the date of the Facilities Agreement been notified by the Company have, as of the date of the Facilities Agreement, control of the Parent,
- “Parent”** means Richmond Care Villages Holdings (Jersey) Limited (a company incorporated in Jersey under number 92993),
- “Planning Permission”** has the meaning given to such term in the Facilities Agreement,
- “Real Property”** means
- (a) any freehold, leasehold or immovable property, and

Short particulars of property mortgaged or charged continued

-
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property,

“Securities”

means all present or future shares, stocks, warrants, debentures, bonds, loan capital and other securities and investments (certificated or uncertificated) or units in any account or balance owned by the Chargor or held by any nominee on its behalf or rights against any operator of or participant in any system or facility (wherever established) providing means for the deposit of and clearance of transactions in any such securities and all income, rights or property derived from or attaching to the same,

“Security Documents”

means each of the documents listed as being a Security Document in paragraph 2 of Part 1A of Schedule 2 (*Conditions Precedent*) of the Facilities Agreement and any document required to be delivered to the Agent under paragraphs 2(g) and 2(i) of Part 1A of Schedule 2 (*Conditions Precedent*) of the Facilities Agreement and under paragraphs (c) and (l) of Part 1B of Schedule 2 (*Conditions Precedent*) of the Facilities Agreement together with any other Document entered into by any Additional Obligor (including pursuant to clause 27 3(b) of the Facilities Agreement) creating or expressed to create any Encumbrance over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents and the Security Trust Deed,

“Security Trust Deed”

means the security trust and subordination deed dated on or about the date of the Facilities Agreement made between the Obligors, the

Particulars of a mortgage or charge

Company Number 4779288

Name of Company Richmond Painswick Limited

Short particulars of property mortgaged or charged continued

Parent, the Security Trustee, the Agent, the Issuing Bank, any Hedge Counterparty, the Ancillary Lender and the Original Lenders,

“Selection Notice”

means a notice substantially in the form set out in Part II of Schedule 3 (*Requests*) of the Facilities Agreement given in accordance with Clause 12 (*Interest Periods*) of the Facilities Agreement in relation to a Term Facility (as such term is defined in the Facilities Agreement),

“Subsidiaries”

means a subsidiary within the meaning of Section 736 of the Companies Act 1985 or a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985,

“Utilisation Request”

means a notice substantially in the relevant form set out in Part I of Schedule 3 (*Requests*) of the Facilities Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4779288
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 19 AUGUST
2008 AND CREATED BY RICHMOND PAINSWICK LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO EACH FINANCE PARTY 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 4 SEPTEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 SEPTEMBER
2008



Companies House
— for the record —

PJ



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES