

## 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



04847964

Name of company

\* Four Seasons Homes (Ilkeston) Limited (the Company)

Date of creation of the charge

9 January 2006

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

A debenture dated 9 January 2006 between, amongst others, (1) the Company and (2) The Royal Bank of Scotland plc (the Lender) (the Debenture)

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever and in any currency) of each Obligor to the Lender under each or any of the Finance Documents or any other document evidencing or securing any such liabilities; all banking, legal and other costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or such other document evidencing or securing any such liabilities; and all losses and damages sustained, suffered or incurred by the Lender arising out of or in connection with any act, matter or thing done or omitted to be done by any Obligor under the Debenture or the Loan Agreement, provided that this shall not include any obligation or liability to the extent that, if it were so included, the Debenture (or any part of it) would be unlawful or prohibited by any applicable law (the Secured Liabilities)

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

Royal Bank of Scotland plc, 280 Bishopsgate, London

Please return

via

CH London Counter

Postcode EC2M 4RB

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

Denton Wilde Sapte  
1 Fleet Place  
London  
EC4M 7WS

DRM/70102/00154

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



LD2  
COMPANIES HOUSE

290  
18/01/2006

1. Fixed security

1.1 Fixed security over freehold and leasehold property

The Company as continuing security for the payment, discharge and performance of all Secured Liabilities at any time owed or due to the Lender, charged in favour of the Lender:

- a. by way of first legal mortgage all the freehold and leasehold property (if any) other than any Excluded Leases and any Excluded Properties belonging to it at the date of the Debenture and specified in Part A and/or Part B in Schedule 1 to this Form 395 and/or in the Schedule to the Deed of Accession by which it became party to the Debenture (where relevant);
- b. to the extent the same are not the subject of an effective legal mortgage under Clause 3.1(a) of the Debenture by way of first fixed charge all present and future freehold or leasehold property (but not any Excluded Lease or Excluded Properties) and any rights under any licence or other agreement or document which gives any Chargor a right to occupy or use property, wheresoever situate at the date of the Debenture or thereafter belonging to it.

Continued in the Continuation Sheet (document number 7312836)

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 Sapte

Date 18 January 2006

On behalf of ~~XXXXXX~~ [mortgagee/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

**COMPANIES FORM No. 395 (Cont.)**

Continuation Sheet No 1

Company Number

04847964

Name of company

Four Seasons Homes (Ilkeston) Limited

(Continued from document 7312833)

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

**1.2 Fixed security over specified assets**

The Company as continuing security for the payment, discharge and performance of all Secured Liabilities at any time owed or due to the Lender, charged in favour of the Lender by way of first fixed charge:

- (a) (to the extent that they are not Fixtures) all plant, machinery, computers, vehicles, office or other equipment owned by it at the date of the Debenture or in the future and its interest in any plant, machinery, computers, vehicles, office or other equipment in its possession (but excluding any for the time being part of the Company's stock-in-trade or work-in-progress) and the benefit of all contracts, licences and warranties relating to them;
- (b) all moneys (including interest) from time to time standing to the credit of the Security Accounts with any bank, financial institution or other person and the debts represented by them;
- (c) to the extent the same are not effectively assigned under Clause 4 of the Debenture (Assignments): all rights and benefits in respect of the Insurances and all claims and returns of premiums in respect of such Insurances; and all rights and benefits under each of the Assigned Agreements;
- (d) all of its rights and benefits under all bills of exchange, promissory notes and other negotiable instruments held by it;
- (e) any beneficial interest, claim or entitlement of it to any assets of any pension fund;
- (f) its present and future goodwill;
- (g) its present and future uncalled capital;
- (h) the benefit of any present and future licences, permissions, consents and authorisations (statutory or otherwise) held by it in connection with its business or the use of any of the Security Assets and the right to recover and receive all compensation which may at any time become payable to it in respect of such present and future licences, permissions, consents and authorisations; and
- (i) all Investments and Investment Rights held by it.

**1.3 Fixed security over book debts**

- (a) **Fixed Charge over Book Debts:** The Company as continuing security

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04847964

Name of company

Four Seasons Homes (Ilkeston) Limited

(Continued from document 7312833)

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

for the payment, discharge and performance of all Secured Liabilities at any time owed or due to the Lender, charged in favour of the Lender by way of first fixed charge the Book Debts (if any) belonging to it.

- (b) **Collection of Book Debts:** The Company will get in and realise the Book Debts belonging to it in the ordinary course of its business as agent for and on behalf of the Lender by instructing the debtors owing such Book Debts to pay all amounts due in respect of such Book Debts into either: the Book Debt Account in the name of the Company; or such other account as the Lender may from time to time nominate by notifying the Company in writing.
- (c) **Book Debt Account:** The Company may not withdraw or be permitted to withdraw all or any moneys (including interest) standing to the credit of the Book Debt Account in its name without the prior written consent of the Lender.
- (d) **Restrictions on dealing with Book Debts:** The Company may not assign or otherwise transfer, factor, discount, sell, release, compound, subordinate, defer, declare a trust over or vary the terms of and not create or permit to exist any Security Interest (other than a Security Interest created pursuant to the Security Documents or expressly permitted by the terms of the Loan Agreement) over any Book Debts belonging to it or over the Book Debt Account in its name or any interest in it.

#### 1.4 Fixed security over Group Shares

The Company as continuing security for the payment, discharge and performance of all the Secured Liabilities at any time owed or due to the Lender charged in favour of the Lender:

- (a) by way of first legal mortgage all Group Shares held now or in the future by it and/or any nominee on its behalf;
- (b) (to the extent the same are not the subject of an effective legal mortgage under Clause 3.4(a) of the Debenture) by way of first fixed charge all Group Shares held now or in the future by it and/or any nominee on its behalf; and
- (c) by way of first fixed charge all Group Share Rights accruing to all or any of the Group Shares held now or in the future by it and/or any nominee on its behalf,

#### 1.5 Fixed security over Intellectual Property

The Company as continuing security for the payment, discharge and

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Name of company

Four Seasons Homes (Ilkeston) Limited

(Continued from document 7312833)

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

performance of all Secured Liabilities at any time owed or due to the Lender:

- (a) charged in favour of the Lender by way of first fixed charge all its present and future Intellectual Property owned by it; and
- (b) (to the extent that any Intellectual Property are not capable of being charged, whether by reason of lack of any third party consent which is required, or otherwise) assigned and agreed to assign in favour of the Lender all its right, title and interest (if any) in and to any and all damages, compensation, remuneration, profit, rent, fees, royalties or income which any Chargor may derive from such Intellectual Property or be awarded or entitled to in respect of such Intellectual Property.

## 2 Assignments

### 2.1 Assignments

The Company as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Lender, assigned and agreed to assign to the Lender absolutely all its right, title, interest and benefit (if any) in and to:

- (a) the Insurances; and
- (b) the Material Contracts.

Without prejudice to Clause 11.5 of the Debenture (Further security), in relation to any Assigned Agreements, the assignment of that property under Clause 4 of the Debenture (Assignments) shall be effective only to the extent that the terms of the Assigned Agreements do not prohibit an assignment of that property except in cases where consent has been obtained.

### 2.2 Assignment of proceeds, damages etc.

To the extent that any such right, title and interest described in Clause 4.1 of the Debenture (Assignments) and Clause 4.2 of the Debenture (Notices of assignment) is not assignable or capable of assignment, such assignment purported to be effected by Clause 4.1 of the Debenture (Assignments) shall operate as:

- (a) in the case of the Insurances, an assignment of any and all proceeds of present or future Insurances received by the Company; and
- (b) in the case of the other Assigned Agreements, an assignment of

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Name of company

Four Seasons Homes (Ilkeston) Limited

(Continued from document 7312833)

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

any and all damages, compensation, remuneration, profit, rent or income which any Chargor may derive from such Assigned Agreements or be awarded or entitled to in respect of such Assigned Agreements,

in each case as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Lender.

### 3 Floating Charges

#### 3.1 Creation of Floating Charges

The Company as continuing security for the payment, discharge and performance of the Secured Liabilities, charged in favour of the Lender by way of a first floating charge:

- (a) all its undertaking and assets of whatever type and wherever located both at the date of the Debenture and in future, subject always to all mortgages, fixed charges and assignments created by or pursuant to Clause 3 of the Debenture (Fixed Security) and all security assignments created by or pursuant to Clause 4 of the Debenture (Assignments);
- (b) whether or not so mortgaged, charged or assigned all its undertaking and assets of whatever type both at the date of the Debenture and in future located in or otherwise governed by the laws of Scotland;
- (c) whether or not mortgaged charged or assigned all its undertaking and assets of whatever type both at the date of the Debenture and in future situated in or otherwise governed by the laws of Northern Ireland; and
- (d) whether or not so mortgaged, charged or assigned all its undertaking and assets of whatever type both at the date of the Debenture and in future located in or otherwise governed by the laws of the Isle of Man.

#### 3.2 Qualifying Floating Charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to all floating charges created pursuant to the Debenture.

### 4 Restrictions on dealing

The Company undertook to the Lender that, save as expressly permitted under

Company Number

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Name of company

Four Seasons Homes (Ilkeston) Limited

(Continued from document 7312833)

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

the terms of the Finance Documents, it will not from the date of the Debenture:

- (a) create or permit to subsist any Security Interest over all or any part of its assets, rights or property or agree to do so other than pursuant to the Debenture or any other Security Document; or
- (b) part with, grant or enter into a Lease of, sell, transfer, assign or otherwise dispose of (including by way of declaration of trust) all or any part of its assets, rights or property or any interest in them or agree to do so.

## 5 Definitions

**Acceptable Bank** means:

- (a) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of A- or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or A3 or higher by Moody's Investor Services Limited or a comparable rating from an internationally recognised credit rating agency; or
- (b) any bank or financial institution approved by the Lender.

**Accession Letter** means a document substantially in the form set out in Schedule 4 to the Loan Agreement (Form of Accession Letter).

**Additional Borrower** means a company which becomes a Borrower in accordance with Clause 28 of the Loan Agreement (Changes to the Obligors).

**Additional Guarantor** means a company which becomes a Guarantor in accordance with Clause 28 of the Loan Agreement (Changes to the Obligors).

**Assigned Agreements** means each agreement or instrument assigned or purported to be assigned pursuant to Clause 4.1 of the Debenture (Assignments).

**Book Debts** means all moneys and liabilities (including the benefit of any judgment or order to pay a sum of money) due and owing to any Chargor or which may become due and owing to any Chargor at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever at the date of the Debenture or at any time enjoyed or held by any Chargor in relation to any of the foregoing.

**Book Debt Account** means each account maintained from time to time by or in the name of any Chargor or any of them for the purposes of Clause 3.3 of the Debenture (Fixed security over Book Debts) with a bank as the Lender may from time to time approve and includes any replacement, substitute or additional account of such Book Debt Account from time to time whether by

Name of company

Four Seasons Homes (Ilkeston) Limited

(Continued from document 7312833)

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

way of transfer of monies, redesignation, renumbering, or otherwise and any sub-account(s) of such account.

**Borrower** means the Principal Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 28 of the Loan Agreement (Changes to the Obligors).

**Chargor** means any and each of the Principal Borrower and the companies listed in Schedule 1 to the Debenture.

**Compliance Certificate** means a certificate substantially in the form set out in Schedule 6 to the Loan Agreement (Form of Compliance Certificate).

**Deed of Accession** means a deed substantially in the form of Schedule 6 to the Debenture executed, or to be executed, by a Chargor.

**Excluded Lease** means any Lease to be charged pursuant to the Debenture in respect of which any Third Party Consent in relation to the intended charge has not for the time being been obtained or which has not been charged pursuant to Clause 3.1 of the Debenture following the obtaining of the Third Party Consents.

**Excluded Properties** means the freehold and/or leasehold property at:

- (a) Annahilt Nursing Home, 246 Ballynahinch Road, Annahilt, County Down;
- (b) The Brain Injury Rehabilitation Unit, Frenchay Hospital, Park road, Frenchay, Bristol; and
- (c) The Burden Centre, Beckspool Road, Frenchay, Bristol.

**Facility** means the revolving loan facility described in Clause 2 of the Loan Agreement (The Facilities).

**Finance Document** means the Loan Agreement, the Subordination Deed, any Accession Letter, any Compliance Certificate, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, the Loan Note Counter-indemnity and any other document designated as a Finance Document by the Lender and the Principal Borrower.

**Fixtures** means, in relation to any freehold or leasehold property mortgaged or charged by or pursuant to the Debenture, all fixtures and fittings (including trade fixtures and fittings) and fixed plant, machinery and equipment owned by any Chargor from time to time on or forming part of such property.

**FSHC Loan Notes** means the loan notes issued by Four Seasons Health Care (BC) Limited to certain of the vendors of Four Seasons (JRC) Limited on 11 May 2005 in an aggregate outstanding principal amount of £2,499,258 as at the date of the Loan Agreement and in the form approved by the Lender.

**Group** means the Principal Borrower and its Subsidiaries (other than the Propcos and their Subsidiaries).



# COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 7

Company Number

04847964

Name of company

Four Seasons Homes (Ilkeston) Limited

(Continued from document 7312833)

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

**Group Shares** means all shares specified in Schedule 2 to this Form 395 or in the Schedule to any Deed of Accession or, when used in relation to a particular Chargor, such of those shares as are specified against its name in Schedule 2 to this Form 395 or as are specified in the Schedule to a Deed of Accession to which it is party and all other shares, stocks, bonds and other securities of any kind (marketable or otherwise) in any member of the Group and belonging to a Chargor, except to the extent the same are the subject of Permitted Security.

**Group Share Rights** means, in relation to the Group Shares, all dividends and other distributions paid or payable after the date of the Debenture on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest thereon), rights, money, allotments, benefits or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution, conversion or exchange for any of the Group Shares.

**Guarantor** means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 28 of the Loan Agreement (Changes to the Obligors).

**Insurances** means all contracts and policies of insurance (including, for the avoidance of doubt, all cover notes) of whatever nature which are from time to time taken out by or on behalf of any Chargor or (to the extent of such interest) in which any Chargor has an interest.

**Intellectual Property** means:

- (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.

**Investments** means all physical stocks and shares (other than Group Shares), options, debentures, bonds, warrants, coupons, certificates or other securities and investments or, where relevant, the right, title, interest and benefit in and to such assets now or in the future owned or held by any Chargor or (when used in relation to a particular Chargor) that Chargor from time to time.

**Investments Rights** means, in relation to the Investments, all dividends, coupons and other distributions paid or payable after the date of the Debenture on all or any of the Investments and all stocks, shares, securities (and the dividends or interest thereon), rights, money, allotments, benefits, advantages or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Investments or in substitution, conversion or

Name of company

Four Seasons Homes (Ilkeston) Limited

(Continued from document 7312833)

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

exchange for any of the Investments.

**IoM Security Documents** means each Manx Share Charge.**Jersey Security Documents** means:

- (a) a security interest agreement dated on or about the date of the Debenture in respect of the Collateral (as defined therein) and made between Four Seasons Group Holdings Limited and the Lender and all notices and acknowledgement of notices in connection therewith;
- (b) a security interest agreement dated on or about the date of the Debenture in respect of the Collateral (as defined therein) and made between Sandown Care Services (Jersey) Limited and the Lender and all notices and all acknowledgements of notices in connection therewith; and
- (c) any additional security agreement governed by the laws of Jersey to be given by the relevant Obligor in favour of the Lender in agreed form in respect of Jersey moveable property (excepting leases) in any subsidiary incorporated in Jersey and all notices and assignments in connection therewith.

**Lease** means any lease, letting, underlease or sublease (however remote), tenancy or right to possession, occupation or use and any agreement for any of them.

**Letter of Credit** means:

- (a) a letter of credit, substantially in the form set out in Schedule 9 to the Loan Agreement (Form of Letter of Credit) or in any other form requested by the relevant Borrower (or the Principal Borrower on its behalf) and agreed by the Lender; and
- (b) any guarantee, in a form requested by the relevant Borrower (or the Principal Borrower on its behalf) and agreed by the Lender.

**Loan** means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan.

**Loan Agreement** means the credit agreement dated 22 December 2005 between, amongst others, the Principal Borrower, the Original Guarantors and the Lender (as amended from time to time), together with each Accession Letter and Transfer Certificate relating to it.

**Loan Note Counter-indemnity** means the counter-indemnity given by Four Seasons Health Care (BC) Limited to the Lender in respect of the FSHC Loan Notes.

**Manx Share Charge** means:

- (a) the deed of charge governed by the laws of the Isle of Man, dated on

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Name of company

Four Seasons Homes (Ilkeston) Limited

(Continued from document 7312833)

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

or about the date of the Debenture, granted by FSHC (UK) Limited in respect of the shares it owns in Four Seasons Health Care (Isle of Man) Limited, Four Seasons Health Care (England) Limited and Four Seasons Health Care (Northern Ireland) Limited in favour of the Lender;

- (b) the deed of charge governed by the laws of the Isle of Man, dated on or about the date of the Debenture, granted by FSHC (Holdings) Limited in respect of the shares it owns in FSHC Developments Limited, FSHC Management Services (Saddle Mews) Limited and FSHC Management Services (Kings Reach) Limited in favour of the Lender; and
- (c) any additional security agreement governed by the laws of the Isle of Man to be given by the relevant Obligor in favour of the Lender in agreed form in respect of shares in any subsidiary incorporated in the Isle of Man.

**Material Contracts** means any contract which has a value in excess of £1,000,000 per annum or is otherwise material to the business of the relevant Chargor.

**NI Mortgage and Charge over Shares** means:

- (a) the mortgage and charge over shares to be entered into by Four Seasons Health Care (Northern Ireland) Limited in favour of the Lender in respect of shares in FSHC Management Services (CM) Limited; and
- (b) any additional mortgage and charge over shares to be entered into by a relevant Obligor in favour of the Lender in agreed form in respect of shares in any subsidiary incorporated in Northern Ireland.

**NI Fixed and Floating Charge** means:

- (a) the fixed and floating charge governed by the laws of Northern Ireland to be entered into by FSHC Management Services (CM) Limited in favour of the Lender over the whole of the assets of FSHC Management Services (CM) Limited;
- (b) the fixed and floating charge governed by the laws of Northern Ireland to be entered into by Four Seasons Health Care (Northern Ireland) Limited in favour of the Lender over all of the assets of Four Seasons Health Care (Northern Ireland); and
- (c) any additional fixed and floating charge governed by the laws of Northern Ireland to be given by the relevant Obligor in favour of the Lender in agreed form over the whole of the assets of the relevant Obligor.

**NI Security Documents** means each NI Mortgage and Charge over Shares and

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Name of company

Four Seasons Homes (Ilkeston) Limited

(Continued from document 7312833)

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

each NI Fixed and Floating Charge.

**Obligor** means a Borrower or a Guarantor.**Original Guarantor** means each party to the Loan Agreement with the exception of the Lender.**Parent** means Allianz Healthcare Beteiligungs GmbH.**Parent Share Pledge** means the share pledge in the agreed form, to be entered into on or prior to the date of the first Utilisation hereunder between the Parent and the Lender in respect of the shares the Parent holds in the Principal Borrower.**Permitted Security** has the meaning given to that term in the Loan Agreement.**Principal Borrower** means Four Seasons Health Care Limited.**Propcos** mean FSHC Properties (BIR) Limited and FSHC (SP) Limited.**Properties** means each of the properties listed in Schedule 12 to the Loan Agreement and the benefit of any security over any freehold, leasehold or immovable property held by an Obligor and any other Real Property acquired by an Obligor after the date of the Loan Agreement. A reference to a **Property** is a reference to any of the **Properties**.**Realisations Account** means each account maintained from time to time by or in the name of the Chargors or any of them for the purposes of Clause 13.6 of the Debenture (Contingencies) with an Acceptable Bank on behalf of the Lender as the Lender may from time to time approve and includes any replacement, substitute or additional account of such account from time to time whether by way of transfer of monies, redesignation, renumbering, or otherwise and any sub-account(s) of such account.**Real Property** means:

- (a) any freehold, leasehold or immovable property;
- (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; and
- (c) the benefit of any charges and sub-charges or other security in respect of the same.

**Resignation Letter** means a letter substantially in the form set out in Schedule 5 to the Loan Agreement (Form of Resignation Letter).**Rhyme Jersey Group** means Rhyme Jersey Limited and its Subsidiaries.**Scottish Floating Charge** means:

- (a) a Scots law floating charge granted by Fife Health Care Limited in

Company Number

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Name of company

Four Seasons Homes (Ilkeston) Limited

(Continued from document 7312833)

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

favour of the Lender dated on or about the date of the Debenture;

- (b) a Scots law floating charge granted by Fife Nursing Homes Ltd in favour of the Lender dated on or about the date of the Debenture;
- (c) a Scots law floating charge granted by Fife Nursing Services Ltd in favour of the Lender dated on or about the date of the Debenture;
- (d) a Scots law floating charge granted by Forebank Ltd in favour of the Lender dated on or about the date of the Debenture;
- (e) a Scots law floating charge granted by Four Seasons Health Care (Scotland) Ltd in favour of the Lender dated on or about the date of the Debenture;
- (f) a Scots law floating charge granted by Tamaris (Scotland) Ltd in favour of the Lender dated on or about the date of the Debenture; and
- (g) any additional Scots law floating charge to be given by the relevant Obligor in favour of the Lender in agreed form over the whole of the assets of the relevant Obligor.

**Scottish Security Documents** means each Scottish Floating Charge and each Scottish Share Pledge.

**Scottish Share Pledge** means:

- (a) a share pledge governed by the laws of Scotland, dated on or about the date of the Debenture, granted by Four Seasons Health Care (Capital) Limited over the shares in Fife Health Care Limited in favour of the Lender;
- (b) a share pledge governed by the laws of Scotland, dated on or about the date of the Debenture, granted by Four Seasons Group Holdings Limited over the shares in Fife Nursing Homes Limited and Four Seasons Health Care (Scotland) Limited in favour of the Lender;
- (c) a share pledge governed by the laws of Scotland, dated on or about the date of the Debenture, granted by Four Seasons Health Care Group Limited over the shares in Tamaris (Scotland) Limited and Forebank Limited in favour of the Lender;
- (d) a share pledge governed by the laws of Scotland, dated on or about the date of the Debenture, granted by Fife Nursing Homes Limited over the shares in Fife Nursing Services Limited in favour of the Lender;
- (e) a share pledge governed by the laws of Scotland, dated on or about the date of the Debenture, granted by Tamaris (Scotland) Limited over the

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Name of company

Four Seasons Homes (Ilkeston) Limited

(Continued from document 7312833)

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

shares in Duncare Limited in favour of the Lender; and

- (f) any additional share pledge to be given by the relevant Obligor in favour of the Lender in agreed form in respect of shares in any subsidiary incorporated in Scotland.

**Security** 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.

**Security Accounts** means the Book Debts Account, the Realisations Account(s) and each other bank account the relevant Chargor may have with any bank from time to time other than the bank accounts excluded from the Transaction Security by Clause 25.30 (Group bank accounts) of the Loan Agreement.

**Security Assets** means all assets, rights, interests, undertaking and property of the Chargors or any of them the subject of any security created or expressed to be created or intended to be created by or pursuant to the Debenture or any supplemental security entered into pursuant to the Debenture.

**Security Documents** means the Debenture, each Deed of Accession, each Standard Security, each Scottish Floating Charge, each Scottish Share Pledge, each Manx Share Charge, each NI Mortgage and Charge over Shares, each NI Fixed and Floating Charge, each Jersey Security Document, the Parent Share Pledge, each supplemental debenture entered into pursuant to Clause 9.4 of the Debenture and every other document effecting a Security Interest entered into by the Chargors or any Subsidiary of any Chargor pursuant to the Debenture and/or Clause 25.32 (Further assurance) of the Loan Agreement.

**Security Interest** means any mortgage, charge, pledge, lien, hypothecation, security assignment or other security interest or any other agreement, trust or arrangement (including a right of set-off or combination) having a similar effect.

**Standard Security** means a standard security by the relevant Obligor in favour of the Lender in agreed form over Property situated in Scotland.

**Subordination Deed** means the subordination deed to be agreed between the Principal Borrower (acting reasonably) and the Lender (acting reasonably) and to be made between, inter alios, the Lender, the Principal Borrower, certain members of the Group and certain members of the Rhyme Jersey Group.

**Subsidiary** means a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985.

**Third Party Consent** means any consent required from a third party (including but not limited to a landlord, superior landlord or their respective mortgagees) to the charging of any Lease by any Chargor pursuant to the Debenture.

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 13

Company Number

04847964

Name of company

Four Seasons Homes (Ilkeston) Limited

(Continued from document 7312833)

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

**Transaction Security** means the Security created or expressed to be created or intended to be created in favour of the Lender pursuant to the Transaction Security Documents.

**Transaction Security Documents** means the Debenture, the Parent Share Pledge, the NI Security Documents, the Jersey Security Documents, the IoM Security Documents and the Scottish Security Documents together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

**Treasury Transactions** means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or interest or currency exchange rate.

**Utilisation** means a Loan or a Letter of Credit.

**Utilisation Request** means a notice substantially in the form set out in Part I or Part II of Schedule 3 to the Loan Agreement (Requests).

**COMPANIES FORM No. 395 (Cont.)**

Continuation Sheet No 14

Company Number

04847964

Name of company

Four Seasons Homes (Ilkeston) Limited

(Continued from document 7312833)

**SCHEDULE 1 - FREEHOLD AND LEASEHOLD PROPERTY**

**Part A**

**Freehold Property - Registered Land**

Land Registry

Charge of Whole

Chargor	County or District (or London Borough)	Address or Description	Title Number
None			

**Part B**

**Leasehold Property - Registered Land**

Land Registry

Charge of Whole

Chargor	County or District (or London Borough)	Address or Description	Title Number
None			

**SCHEDULE 2 - GROUP SHARES**

Chargor	Name of Company in which Shares are held/ Name of Nominee (if any) holding legal title to Shares	Class/Number of Shares
Four Seasons Health Care Limited	Four Seasons Health Care (Capital) Limited	Entire Issued Share Capital
	Four Seasons Group Holdings Limited	Entire Issued Share Capital
Four Seasons Group Holdings Limited	Alliance Care (Dales Homes) Limited	Entire Issued Share Capital
	Alliance Care (Woodside) Limited	Entire Issued Share Capital
	Sandown Care Services (Jersey) Limited	Entire Issued Share Capital
	Four Seasons Homes (Ilkeston) Limited	Entire Issued Share Capital
	Four Seasons Homes No 4 Limited	Entire Issued Share Capital



COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 15

Company Number

04847964

Name of company

Four Seasons Homes (Ikeston) Limited

(Continued from document 7312833)

	Four Seasons Health Care (Scotland) Limited	Entire Issued Share Capital
	Four Seasons Homes No 6 Limited	Entire Issued Share Capital
	The Focus Assessment And Rehabilitation Service Limited	Entire Issued Share Capital
	Four Seasons Nursing Services Limited	Entire Issued Share Capital
	Four Seasons Health Care Properties (Frenchay) Limited	Entire Issued Share Capital
	Fife Nursing Homes Limited	Entire Issued Share Capital
	FSHC Holdings (UK) Limited	Entire Issued Share Capital
	FSHC (UK) Limited	Entire Issued Share Capital
Four Seasons Health Care (Capital) Limited	Four Seasons 2000 Limited	Entire Issued Share Capital
	County Healthcare Group Limited	Entire Issued Share Capital
	Four Seasons Health Care Group Limited	Entire Issued Share Capital
	Four Seasons Property Management Limited	Entire Issued Share Capital
	Fife Health Care Limited	Entire Issued Share Capital
Four Seasons Health Care Group Limited	Dounemead Limited	Entire Issued Share Capital
	The Belmont Nursing Home Limited	Entire Issued Share Capital
	Lisnisky Limited	Entire Issued Share Capital
	Lunan House Limited	Entire Issued Share Capital
	Meadowvale Care Limited	Entire Issued Share Capital
	Osborne Limited	Entire Issued Share Capital
	Ringdane Limited	Entire Issued Share Capital
	Rosevale Lodge Limited	Entire Issued Share Capital
	Saintfield Limited	Entire Issued Share Capital
	Edgewater Lodge Limited	Entire Issued Share Capital
	Tamaris (Scotland) Limited	Entire Issued Share Capital
	Tamaris (RAM) Limited	Entire Issued Share Capital
	Tamaris (South East) Limited	Entire Issued Share Capital
	Tameng Care Limited	Entire Issued Share Capital
	Tamscot Care limited	Entire Issued Share Capital
	Tamhealth Limited	Entire Issued Share Capital
	Tammillec Limited	Entire Issued Share Capital
	Forebank Limited	Entire Issued Share Capital
	Tamcare Limited	Entire Issued Share Capital
	Westview Lodge Limited	Entire Issued Share Capital
	Cedarhurst Lodge Limited	Entire Issued Share Capital
	Laudcare Limited	Entire Issued Share Capital
	Chestnut Lodge Limited	Entire Issued Share Capital
FSHC (UK) Limited	Four Seasons Health Care (Isle of Man) Limited	Entire Issued Share Capital

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 16

Company Number

04847964

Name of company

Four Seasons Homes (Ilkeston) Limited
(Continued from document 7312833)

	FSHC Management Services (Galashiels) Limited	Entire Issued Share Capital
	Four Seasons Health Care (England) Limited	Entire Issued Share Capital
	Four Seasons Health Care (Northern Ireland) Limited	Entire Issued Share Capital
	Huntercombe Manor Limited	Entire Issued Share Capital
Huntercombe Manor Limited	Four Seasons Health Care Properties (Specialist) Limited	Entire Issued Share Capital
	Regency House Limited	Entire Issued Share Capital
	The Huntercombe Edinburgh Hospital Limited	Entire Issued Share Capital
Four Seasons Health Care (Northern Ireland) Limited	FSHC Management Services (CM) Limited	Entire Issued Share Capital
Fife Health Care Limited	Mericroft Limited	Entire Issued Share Capital
	Acegold Limited	Entire Issued Share Capital
	Cotswold Spa Retirement Hotels Limited	Entire Issued Share Capital
	Roseguard Properties Limited	Entire Issued Share Capital
	Grandcross Limited	Entire Issued Share Capital
Fife Nursing Homes Limited	Fife Nursing Services Limited	Entire Issued Share Capital
Tamaris (Scotland) Limited	Duncare limited	Entire Issued Share Capital

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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. 04847964

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 9th JANUARY 2006 AND CREATED BY FOUR SEASONS HOMES (ILKESTON) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO THE ROYAL BANK OF SCOTLAND plc 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 18th JANUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th JANUARY 2006.

*LICDML*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES