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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

3111

5332194

Name of company

* Sackville Property Investments Limited (the "Chargor")

Date of creation of the charge

5th August 2005

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

See Rider 1

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

Lloyds TSB Bank Plc (the "Bank"), 25 Gresham Street, London

Postcode EC2V 7HN

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

CMS Cameron McKenna LLP
Mitre House
160 Aldersgate Street
London
EC1A 4DD

wco/ 110125.00026

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See Rider 2

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed ans Cameron McKenna Up Date 15th August 2005

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

RIDERS TO FORM 395

Company: SACKVILLE PROPERTY INVESTMENTS LIMITED

Company No: 5332194

Rider 1

Amount secured by 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 of each Obligor to the Bank under each Finance Document except for any obligation which, if it were so included, would result in the Debenture contravening Section 151 of the Companies Act 1985 (the "**Secured Liabilities**").

5332194
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Company: SACKVILLE PROPERTY INVESTMENTS LIMITED

Company No: 5332194

Rider 2

Short particulars of all property mortgaged or charged

1. Fixed Security

Creation of fixed security

1.1 The Chargor, as security for the payment of all the Secured Liabilities, charged in favour of the Bank to the full extent of its interest in the same:

1.1.1 by way of a first legal mortgage:

- (a) all estates or interests in any freehold, commonhold or leasehold property (except any freehold, feuhold or leasehold property situated in Scotland) then or thereafter belonging to it and specified in Schedule 2 (*Real Property*) of the Debenture (and referred to in Note B below); and
- (b) all Shares held by it and/or any nominee on its behalf and all Related Rights; and

1.1.2 by way of a first fixed charge:

- (a) (to the extent that they are not the subject of an effective mortgage under Clause 2.1.1 of the Debenture (and referred to in paragraph 1.1.1 above) all estates or interests in any freehold, commonhold or leasehold except any freehold, feuhold or leasehold property situated in Scotland;
- (b) all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession;
- (c) all moneys standing to the credit of any account (including, without limitation, any Security Account) with any person and the debts represented by them;
- (d) all benefits in respect of the Insurances and all claims and returns of premiums in respect of them;
- (e) all of the Chargor's book and other debts (including for the avoidance of doubt all Rental Income (to the extent not subject to an effective assignment under Clause 2.2 (*Assignment*) of the Debenture (and referred to in paragraph 1.2 below))), the proceeds of the same and all other moneys due and owing to the Chargor and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
- (f) (to the extent they are not subject to an effective assignment under Clause 2.2 (*Assignment*) of the Debenture (and referred to in paragraph 1.2 below)) all its rights under each Lease Document;

- (g) any beneficial interest, claim or entitlement of the Chargor in any pension fund;
- (h) its goodwill;
- (i) the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Security Asset specified in any other sub-paragraph in Clause 2 (*Fixed Security*) (and referred to in this paragraph 1) of the Debenture and the right to recover and receive all compensation which may be payable to it in respect of them;
- (j) its uncalled capital;
- (k) its rights under the appointment of any Managing Agent;
- (l) its rights under the agreement or agreements relating to the purchase of the Mortgaged Property by the Chargor;
- (m) (to the extent they are not subject to an effective assignment under Clause 2.2 (*Assignment*) of the Debenture (and referred to in paragraph 1.2 below)) all its rights under any Hedging Agreement;
- (n) (to the extent that they are not the subject of an effective mortgage under Clause 2.1.1(b) of the Debenture (and referred to in paragraph 1.1.1(b) above) its interest in all the Shares and the Related Rights; and
- (o) to the extent that they are not subject to an assignment effective under Clause 2.2 (*Assignment*) of the Debenture (and referred to in paragraph 1.2 below) and to the extent that they are capable of being charged all its rights under the Acquisition Documents.

Assignment

- 1.2 The Chargor assigned absolutely to the Bank by way of security:
 - 1.2.1 its interest in all Rental Income;
 - 1.2.2 any guarantee of Rental Income in its favour contained in or relating to any Lease Document;
 - 1.2.3 all its rights under the Acquisition Documents; and
 - 1.2.4 all its rights under any Hedging Agreement.

Miscellaneous

- 1.3 A reference in the Debenture to a charge or mortgage of any freehold or leasehold property includes:
 - 1.3.1 all buildings and Fixtures on that property;
 - 1.3.2 the proceeds of sale of any part of that property; and

- 1.3.3 the benefit of any 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.

2. Floating Charge

Creation of floating charge

- 2.1 The Chargor, as security for the payment of all of the Secured Liabilities, charged in favour of the Bank by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage or charge or assignment by Clause 2 (*Fixed Security*) of the Debenture (and referred to in paragraph 1 above) and, in the case of all assets situated in Scotland, whether or not those assets have been effectively mortgaged, charged or assigned by way of fixed mortgage or charge or assignment by Clause 2 (*Fixed Security*) of the Debenture (and referred to in paragraph 1 above).

NOTES

A. Restrictions on Dealing/Negative Pledge

The Chargor shall not, unless expressly permitted by the Facility Agreement:

- (a) create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by the Debenture; or
- (b) sell, transfer, grant, or, subject to Clause 12.1.6 (*Occupational Leases*) of the Facility Agreement, lease or otherwise dispose of any Security Asset or permit the same to occur, except for the disposal in the ordinary course of business of any Security Asset which is subject to the floating charge created under Clause 3.1 (*Creation of floating charge*) of the Debenture (and referred to in paragraph 2 above).

B. Property

The Properties listed in Schedule 2 of the Debenture are:

Description	Title No.	Legal Owner	Beneficial Owner
Units 8 and 9 and E and Unit C Broomsleigh Business Park Worsley Bridge Road Sydenham	TGL141440	Sackville Central Investments Limited (5500721) (England & Wales)	Sackville Central Investments Limited (5500721) (England & Wales)
St. Peter's House Balliol Road Bootle Merseyside	MS392956	Sackville Central Investments Limited (5500721) (England & Wales)	Sackville Central Investments Limited (5500721) (England & Wales)

Description	Title No.	Legal Owner	Beneficial Owner
Clifford Centre Clifford Road Stanley	DU164644	Sackville Central Investments Limited (5500721) (England & Wales)	Sackville Central Investments Limited (5500721) (England & Wales)
Land and buildings on the south side of Lucklyn Lane Pipps Hill Industrial Estate Basildon	EX572037	Sackville Central Investments Limited (5500721) (England & Wales)	Sackville Central Investments Limited (5500721) (England & Wales)
Elizabeth House 26 and 28 Baddow Road Chelmsford	EX501006	Sackville Central Investments Limited (5500721) (England & Wales)	Sackville Central Investments Limited (5500721) (England & Wales)
Agecroft Commercial Park Salford	GM917960	Sackville Properties (Basingstoke) Limited (5491230) (England & Wales)	Sackville Properties (Basingstoke) Limited (5491230) (England & Wales)
Prelude House Basingstoke	HP623007	Sackville Properties (Basingstoke) Limited (5491230) (England & Wales)	Sackville Properties (Basingstoke) Limited (5491230) (England & Wales)
Unecol House London Road North Cheam	SGL140741	Sackville Central Investments Limited (5500721) (England & Wales)	Sackville Central Investments Limited (5500721) (England & Wales)
Land and buildings lying on the south side of Essex Road Hoddesdon	HD286554	Sackville Central Investments Limited (5500721) (England & Wales)	Sackville Central Investments Limited (5500721) (England & Wales)

Description	Title No.	Legal Owner	Beneficial Owner
Honda Car Showroom Concorde Way Stockton-on-Tees	CE149775	Sackville Central Investments Limited (5500721) (England & Wales)	Sackville Central Investments Limited (5500721) (England & Wales)
Millfield Nursing Home Cedar Park Drive Bolsover Derbyshire	DY265402	Sackville Nursing Homes Limited (5491228) (England & Wales)	Sackville Nursing Homes Limited (5491228) (England & Wales)
Langfield Nursing Home Wood Street Langley Manchester	GM736247	Sackville Nursing Homes Limited (5491228) (England & Wales)	Sackville Nursing Homes Limited (5491228) (England & Wales)
Acre Green Nursing Home Acre Close Middleton Leeds	WYK552988	Sackville Nursing Homes Limited (5491228) (England & Wales)	Sackville Nursing Homes Limited (5491228) (England & Wales)
Hopton Court Nursing Home Hopton Court Hopton Mews Armley	WYK587012	Sackville Nursing Homes Limited (5491228) (England & Wales)	Sackville Nursing Homes Limited (5491228) (England & Wales)
The Grange Nursing Home Field Drive Shirebrook	DY248023	Sackville Nursing Homes Limited (5491228) (England & Wales)	Sackville Nursing Homes Limited (5491228) (England & Wales)
Job Centre 9 Holton Road Barry	WA636740 and WA455888	Sackville Properties (Barry) Limited (5491233) (England & Wales)	Sackville Properties (Barry) Limited (5491233) (England & Wales)
Job Centre Castle Street Caerphilly	WA636559	Sackville Properties (Barry) Limited (5491233) (England & Wales)	Sackville Properties (Barry) Limited (5491233) (England & Wales)

Description	Title No.	Legal Owner	Beneficial Owner
9 York Court Wilder Street Bristol	AV214089	Sackville Central Investments Limited (5500721) (England & Wales)	Sackville Central Investments Limited (5500721) (England & Wales)
Aldwych House 20 Winchester Street Andover	HP556026	Sackville Central Investments Limited (5500721) (England & Wales)	Sackville Central Investments Limited (5500721) (England & Wales)
Hays House 25 Albion Street Hanley Stoke-on-Trent	SF327167	Sackville Central Investments Limited (5500721) (England & Wales)	Sackville Central Investments Limited (5500721) (England & Wales)
The High Cross Street Harlow Essex	EX352938 and EX593986	Sackville Central Investments Limited (5500721) (England & Wales)	Sackville Central Investments Limited (5500721) (England & Wales)
Phases I and II Tweed Road Industrial Estate Clevedon	AV227629	Sackville Central Investments Limited (5500721) (England & Wales)	Sackville Central Investments Limited (5500721) (England & Wales)
Heather Court Maidstone Road Sidcup	SGL571094 and SGL597690	Sackville Central Investments Limited (5500721) (England & Wales)	Sackville Central Investments Limited (5500721) (England & Wales)
25/26 Lime Street London EC3	LN41081	Sackville Central Investments Limited (5500721) (England & Wales)	Sackville Central Investments Limited (5500721) (England & Wales)
The Tramways 165/169 Victoria Road Thornton West Cleveley	LA682895	Sackville Central Investments Limited (5500721) (England & Wales)	Sackville Central Investments Limited (5500721) (England & Wales)

Description	Title No.	Legal Owner	Beneficial Owner
Cresta House 125-133 (odd) Finchley Road London NW3	NGL139363	Countryroad Investments Limited (47163) (Cayman Islands)	Countryroad Investments Limited (47163) (Cayman Islands)

C. The Companies

The companies listed in Schedule 1 of the Debenture are:

Name	Jurisdiction	Registered No	Registered Office
Sackville Property Investments Limited	England & Wales	5332194	Broughton House, 6-8 Sackville Street, London, W1S 3DG
Sackville Nursing Homes Limited	England & Wales	5491228	Broughton House, 6-8 Sackville Street, London, W1S 3DG
Sackville Properties (Basingstoke) Limited	England & Wales	5491230	Broughton House, 6-8 Sackville Street, London, W1S 3DG
Sackville Properties (Barry) Limited	England & Wales	5491233	Broughton House, 6-8 Sackville Street, London, W1S 3DG
Sackville Central Investments Limited	England & Wales	5500721	Broughton House, 6-8 Sackville Street, London, W1S 3DG
Countryroad Investments Limited	Cayman Islands	47163	Maricorp Services Ltd, PO Box 2071 GT, 4 th Floor, West Wind Building, 70 Harbour Drive, George Town, Grand Cayman

D. Guarantors

The Guarantors listed in Schedule 1 of the Facility Agreement are:

Name	Jurisdiction	Registered No	Registered Office
Sackville Property Investments Limited	England & Wales	5332194	Broughton House, 6-8 Sackville Street, London, W1S 3DG
Sackville Nursing Homes Limited	England & Wales	5491228	Broughton House, 6-8 Sackville Street, London, W1S 3DG
Sackville Properties (Basingstoke) Limited	England & Wales	5491230	Broughton House, 6-8 Sackville Street, London, W1S 3DG
Sackville Properties (Barry) Limited	England & Wales	5491233	Broughton House, 6-8 Sackville Street, London, W1S 3DG
Sackville Central Investments Limited	England & Wales	5500721	Broughton House, 6-8 Sackville Street, London, W1S 3DG
Countryroad Investments Limited	Cayman Islands	47163	Maricorp Services Ltd., PO Box 2071 GT, 4 th Floor, West Wind Building, 70 Harbour Dr., George Town, Grand Cayman

E. Definitions

In this Form 395:

“Acquisition Documents” has the meaning given in the Facility Agreement but shall only include those to which a Vendor or Rotch Properties Limited is party;

“Advance”: means the principal amount of a drawing made or to be made available to Sackville Central Holdings Limited under the Facility, or the amount of that drawing which is for the time being outstanding;

“Countryroad”: means Countryroad Investments Limited, a company incorporated under the laws of the Cayman Islands with company number 47163 whose registered office is at Maricorp Services Ltd., PO Box 2071 GT, 4th Floor, West Wind Building, 70 Harbour Dr., George Town, Grand Cayman;

“Deferred Property”: has the meaning as given in the Facility Agreement;

“Duty of Care Agreement”: means the duty of care agreement dated 5th August 2005 between Sackville Properties (UK) plc (1) Sackville Central Holdings Limited (2) and the Bank (3) in the agreed form and any other agreement entered into from time to time between any Managing Agent, Sackville Property Investments Limited and/or one or more members of the New Group and the Bank in respect of the management of the Properties (as defined in the Facility Agreement) or any of them or collection of rent in respect of the Properties (as defined in the Facility Agreement) or any of them, in agreed form;

“Facility”: means the term loan facilities to be made available by the Bank, the terms and conditions of which are set out in the Facility Agreement;

“Facility Agreement” means the facility agreement dated 5th August 2005 between Sackville Property Investments Limited (1) Sackville Central Holdings Limited (as Borrower) (2) the Companies listed in Schedule 1 therein (as guarantors) (3) and the Bank (4);

“Finance Documents”: means the Facility Agreement, the Security Documents, any Duty of Care Agreement, the Hedging Agreement (other than for the purposes of Clauses 14.4 (*Increased Costs*), 15.3 (*Set-off and counterclaim*) and 16 (*Indemnities*) of the Facility Agreement) and any other document designated as such by Sackville Property Investments Limited or Sackville Central Holdings Limited and the Bank and any document referred to in the Facility Agreement or in the Security Documents or in any other document so designated;

“First Drawdown Date”: means the date on which the first Advance is, or is proposed to be, made available to Sackville Central Holdings Limited;

“Fixtures” means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on the Mortgaged Property other than the tenants’ fixtures and fittings in respect of the Occupational Leases and the landlords’ fixtures and fittings in respect of any Headlease;

“Guarantors”: means the companies listed in Schedule 1 of the Facility Agreement (and referred to in Note D above) (each a **“Guarantor”**);

“Headlease” means any lease of a Mortgaged Property under which the Chargor holds title to that Mortgaged Property;

“Hedging Agreement”: means the agreement(s) between Sackville Central Holdings Limited and the Bank in agreed form in order to hedge the amount of the interest payable by Sackville Central Holdings Limited under the Facility Agreement in relation to at least 60% of the Loan and shall include, for the avoidance of doubt, both the transaction(s) that provide for such hedging and the master agreement that governs such transaction(s);

“Insurances” means all contracts and policies of insurance taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest;

“Lease Document” means any Headlease or any Occupational Lease;

“Loan” means the aggregate principal amount for the time being outstanding in respect of the Advances;

“Mortgaged Property” means any freehold, leasehold or commonhold property the subject of the security created by the Debenture or any other Security Document;

“Managing Agent”: means any firm or company as may be appointed by Sackville Property Investments Limited or a member of the New Group as managing agent or rent collection agent of any of the Properties (as defined in the Facility Agreement) , with the prior written consent of the Bank (such consent not to be unreasonably withheld or delayed);

“Mortgaged Property” means any freehold, leasehold or commonhold property the subject of the security created by the Debenture or any other Security Document;

“New Group”: means Sackville Central Holdings Limited and its subsidiary undertakings for the time being and for the avoidance of doubt includes Countryroad on the First Drawdown Date and **“member of the New Group”** shall be construed accordingly;

“Obligor” means Sackville Property Investments Limited, Sackville Central Holdings Limited, the companies listed in Schedule 1 of the Debenture (and referred to in Note C above), Sackville Properties (UK) plc and any other person who enters into a Security Document in favour of the Bank, or any of them;

“Occupational Lease” means any occupational lease or licence or other right of occupation to which any Mortgaged Property or any part of such Mortgaged Property may be subject from time to time;

“Property”: (as defined in the Facility Agreement) has the meaning as given in the Facility Agreement;

“Related Rights” means any dividend or interest paid or payable in relation to any Share and any rights, money or property accruing or offered at any time in relation to any Share by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

“Rental Income” has the meaning given in the Facility Agreement;

“Security Account” means an account established under Clause 11.13 (*Bank Accounts*) of the Facility Agreement;

“Security Assets” means all assets of the Chargor the subject of any security created by the Debenture;

“Security Documents”: means:

- (a) a debenture from Sackville Central Holdings Limited and each Guarantor incorporating a legal mortgage over each Property (as defined in the Facility Agreement) located in England and Wales and a fixed charge over the shares of each Guarantor incorporated in England & Wales (other than Sackville Property Investments Limited) and of Countryroad;

- (b) a standard security over each Property (as defined in the Facility Agreement) located in Scotland together with an assignation of rents in respect of each such Property (as defined in the Facility Agreement);
- (c) an English law governed security agreement over the entire issued share capital of Sackville Property Investments Limited from Sackville Properties (UK) plc;
- (d) the Subordination Deed; and
- (e) all assignments, charges, mortgages, pledges, guarantees, indemnities and other documents from time to time executed or to be executed for the benefit of the Bank to supplement or replace or in order to give (or evidence) security (or any other form of support) for the performance of the obligations of Sackville Central Holdings Limited under the Finance Documents to which it is a party including a legal mortgage over any Deferred Property which becomes a Property (as defined in the Facility Agreement);

“Security Interest” means any mortgage, charge (fixed or floating), pledge, lien, security interest, assignment or hypothecation or any other type of preferential right or arrangement (including set-off, title transfer, title retention and trust arrangements), the economic or commercial effect of which is, in the reasonable opinion of the Bank, similar to conferring security in any relevant jurisdiction;

“Shares” means all stocks, shares, bonds, certificates of deposit, securities and all rights relating thereto in which the Chargor may be beneficially, legally or otherwise interested in;

“Subordinated Creditor”: means Robert John Madejski OBE DL in his capacity as subordinated creditor pursuant to the Subordination Deed;

“Subordination Deed”: the subordination deed dated 5th August 2005 between the Subordinated Creditor (1) Sackville Properties (UK) plc (2) the companies listed in Schedule 1 thereof (3) and the Bank (4); and

“Vendor” has the meaning given in the Facility Agreement and **“Vendors”** shall be construed accordingly.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05332194

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 5th AUGUST 2005 AND CREATED BY SACKVILLE PROPERTY INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO LLOYDS TSB BANK 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 22nd AUGUST 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th AUGUST 2005.

12/8/05



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES