

# M

CHFP025

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legibly, preferably  
in black type, or  
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\*insert full name  
of Company

COMPANIES FORM No. 395

00400107

## 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

13

05778803

Name of company

\* MOUNT HOUSE (COACH HOUSE) LIMITED (the "Chargor")

Date of creation of the charge

14 September 2007

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

A debenture by way of deed dated 14 September 2007 (the "Debenture") made  
by the Chargor in favour of the Royal Bank of Scotland plc as trustee for  
each of the Finance Parties (the "Security Trustee")

Amount secured by the mortgage or charge

The Chargor covenants with the Security Trustee (as trustee for the Finance  
Parties) to pay, discharge and satisfy the Secured Obligations in  
accordance with their respective terms

See Schedule 1 (Definitions)

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

The Royal Bank of Scotland plc as Security Trustee, 135 Bishopsgate, London

Postcode EC2M 3UR

Presentor's name address and  
reference (if any)

(via CH London Counter)  
Clifford Chance LLP  
~~10 Upper Bank Street~~  
~~London~~  
~~E14-5JU~~

Time critical reference

CRD/CC/70-40300564/KH

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



LD4

"L08ZJT48"

20/09/2007

501

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

\*See Schedules 1 (Definitions), 2 (Short particulars of all the property mortgaged or charged), 3 (Mortgaged Property) and 4 (Shares)

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

For debt prop

01  
98

Particulars as to commission allowance or discount (note 3)

None

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

Signed **CLIFFORD CHANCE LLP**

Date 20 September 2007

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

†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**

*Schedules to Form 395s relating to the Debenture dated 14 September 2007*

**SCHEDULE 1**

**DEFINITIONS**

In this Form 395

**"Accession Letter"** means a document substantially in the form set out in Schedule 7 (Form of Accession Letter) to the OpCo Facilities Agreement

**"Account"** means any account opened or maintained by the Chargor with the Security Trustee or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights

**"Agent"** means the Royal Bank of Scotland plc as agent of the other Finance Parties

**"Amended and Restated OpCo Facilities Agreement"** means the OpCo Facilities Agreement dated 13 July 2006 between the Original Borrower, the Original Guarantors, the Arranger, the Agent, the Security Trustee, the Issuing Bank, the Original Lenders and the Original Hedge Counterparty as amended by the Amendment Agreement

**"Amendment Agreement"** means the amendment agreement dated 14 September 2007 between the parties to the OpCo Facilities Agreement pursuant to which certain terms of the OpCo Facilities Agreement are amended

**"Arranger"** means the Royal Bank of Scotland plc

**"Assigned Account"** means each Control Account and any other Account that may from time to time be identified in writing as an Assigned Account by the Security Trustee

**"Barchester"** means Barchester Healthcare Limited (registration number 2792285)

**"Building Contract"** means, in respect of a Development Property, each building contract between the Development Manager and the Main Contractor, including all documents referred to in that contract, relating to the carrying out of whole of the design and construction of the relevant Development.

**"Charged Assets"** means each of the assets and undertakings of the Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of Security Trustee by or pursuant to this Debenture and any Legal Charge

**"Collateral Warranty"** means, in respect of a Property, each collateral warranty granted or to be granted by the Main Contractor, each Warranty Trade Contractor and each Warranty Consultant in respect of each Development Document to which it is a party in favour of the Security Trustee

**"Consultant"** means, in respect of a Development Property, each of the Architect, the Development Manager or Employer's Representative (as applicable), each Engineer, the

Quantity Surveyor and any other firm of professional consultants with responsibility (whether for design or any other matter) appointed by the Development Manager or the Main Contractor in accordance with the PropCo Facility Agreement

**"Consultant Appointment"** means, in respect of a Development Property, an agreement for the appointment of a Consultant by the Development Manager or the Main Contractor, (or, in the case of the Development Manager, by the PropCo 2) including all documents referred to in that agreement, entered into in accordance with the PropCo Facility Agreement.

**"Control Account"** means the Maintenance Reserve Account and each of the disposal proceeds account, the receipts account, the insurance proceeds account, the rectification account, the disbursement account, the general account, and the VAT account maintained by PropCo 2 in accordance with Clause 20.1 (Designation of Control Accounts) of the PropCo Facility Agreement, including its interest in any replacement account or sub-division or sub-account of that account

**"Development"** means the development of a Development Property for the provision of care home accommodation together with ancillary uses as approved in accordance with Clause 4 6 (Development Property approval) of the PropCo Facility Agreement including, without limitation, all demolition and clearance operations, all excavations, building and other construction work and all associated drainage and infrastructure works for the comprehensive development of a Development Property in accordance with the relevant Development Documents, the Required Consents and the provisions of the PropCo Facility Agreement

**"Development Document"** means, in respect of a Development Property, each of:

- (a) the Building Contract,
- (b) any Development Management Agreement;
- (c) each Trade Contract to which a Warranty Trade Contractor is party,
- (d) each Consultant Appointment to which a Warranty Consultant is party;
- (e) each Collateral Warranty,
- (f) the Specifications,
- (g) the Required Consents;
- (h) each Lease permitted under Clause 23 3 (Occupational Leases) of the PropCo Facility Agreement, and
- (i) any other document designated as such in writing by the Agent and PropCo 2 under the PropCo Facility Agreement

**"Development Manager"** means Barchester New Devco Limited in its capacity as development manager under each Development Management Agreement

**"Development Management Agreement"** means each agreement between an Obligor under the PropCo Facility Agreement and the Development Manager appointing the Development Manager in respect of a Development

**"Development Property"** means each Property which is, or is comprised in, a Permitted Acquisition approved in accordance with Clause 4 6 (Development Property Approval) of the PropCo Facility Agreement, until re-designated as an Investment Property in accordance with Clause 4 8 (Redesignation of Properties) of the PropCo Facility Agreement

**"Disposal"** means

- (a) the transfer, assignment, assignation, conveyance or sale (including the grant of a lease at a premium) of an Obligor's interest in all or part of any Property, or
- (b) the direct or indirect disposal of Shares in an Obligor which owns a Property.

**"Disposal Proceeds"** means all sums paid or payable or any other consideration given or to be given for a Disposal including (without limitation)

- (a) all compensation and damages received for any use or disturbance, blight or compulsory purchase,
- (b) any deposit (other than a deposit held on a stakeholder basis);
- (c) in the case of a direct or indirect disposal of Shares in an Obligor which owns a Property, an amount equal to any indebtedness of an Obligor required to be repaid in connection with the Disposal, or of which a purchaser agrees to procure repayment, and
- (d) any amount in respect of or which represents VAT.

**"Fee Letter"** means any letter or letters dated on or after the date of the OpCo Facilities Agreement between the Arranger and/or the Agent and/or the Security Trustee and Barchester setting out any of the fees referred to in Clause 15 (Fees) of the OpCo Facilities Agreement.

**"Finance Documents"** means each of

- (a) the Amended and Restated OpCo Facilities Agreement,
- (b) each Security Document,
- (c) the Trust Agreement;
- (d) each Transfer Certificate,
- (e) each Fee Letter,
- (f) each Hedge Document;
- (g) each Utilisation Request;

- (h) the Intercreditor and Subordination Agreement;
- (i) each Accession Letter,
- (j) the TopCo Priority Letter,
- (k) each MRA Priority Agreement, and
- (l) any document designated as such by the Agent and Barchester

**"Finance Party"** means the Agent, the Arranger, the Security Trustee, the Issuing Bank, the Original Hedge Counterparty and the Lenders.

**"Guernsey Security Document"** means the security interest agreement dated on or after the date of the OpCo Facilities Agreement granted in respect of the shares in Avalon (Guernsey) Limited in favour of the Security Trustee under which Security is created as security for the Secured Obligations

**"Hedge Document"** means each document recording or evidencing the terms of a hedge transaction.

**"Insurance Policy"** means any policy of insurance (including life insurance or assurance) in which the Chargor may from time to time have an interest

**"Intellectual Property"** means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights

**"Intercreditor and Subordination Agreement"** means the intercreditor and subordination agreement dated on or about the date of the OpCo Facilities Agreement under which the claims of the relevant creditors in respect of the continuing debt are subordinated to the claims of the Finance Parties under the Finance Documents and certain intercreditor terms are agreed between the Finance Parties

**"Investments"** means.

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares);
- (b) all interests in collective investment schemes, and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system)

**"Issuing Bank"** means the Royal Bank of Scotland plc.

**"Jersey Security Documents"** means the security interest agreements dated on or after the date of the OpCo Facilities Agreement granted in respect of the shares in Lakeside Residential Home Limited and Lakeside Residential Home (2002) Limited in favour of the Security Trustee under which Security is created as security for the Secured Obligations

**"Lease"** means any present or future lease, underlease, sub-lease, licence, tenancy or right to occupy all or any part of a property and any agreement for the grant of any of the foregoing

**"Legal Charge"** means each mortgage or legal charge entered or to be entered into by an Obligor in favour of the Security Trustee in the agreed form.

**"Lender"** means any Original Lender and any person which has become an additional lender in accordance with Clause 28 (Changes to the Lenders) of the OpCo Facilities Agreement

**"Maintenance Reserve Account"** means each maintenance reserve account maintained by the Opco Tenant pursuant to the terms of the Opco Leases

**"Maintenance Reserve Account Charge"** means each charge, mortgage or other security in respect of a Maintenance Reserve Account held by PropCo or PropCo 2 pursuant to the terms of the Opco Leases

**"Monetary Claims"** means any book and other debts and monetary claims owing to the Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets, property, rights or undertaking of the Chargor)

**"Mortgaged Property"** means the freehold and leasehold property specified in the schedule to each Legal Charge and any freehold or leasehold property specified in Schedule 3 (Mortgaged Property)

**"MRA Priority Agreement"** means

- (a) the priority agreement entered into or to be entered into pursuant to which the Finance Parties agree with PropCo and the PropCo Security Trustee that any security held by the Finance Parties in respect of the Maintenance Reserve Account ranks in priority behind the relevant Maintenance Reserve Account Charge and any security held by the PropCo Security Trustee in respect of PropCo's interest and rights in the Maintenance Reserve Account, and that the Finance Parties will not enforce their security in respect of the Maintenance Reserve Account without the consent of PropCo and the PropCo Security Trustee; and
- (b) a priority agreement dated 14 September 2007 pursuant to which any Tenant Mortgagee (as such term is defined in each Opco Lease) agrees with Propco 2 and the Security Trustee that any security held by the Tenant Mortgagee in respect of the Maintenance Reserve Account ranks in priority behind the relevant Maintenance Reserve Account Charge and any security held by the Security Trustee in respect of Propco 2's interest and rights in the Maintenance Reserve Account Charge, and that

Barchester PropCo Limited (Company No 06322222)  
Barchester New DevCo Limited (Company No 06364231)  
Barchester PropCo Two Limited (Company No 06351790)  
The Mount House Limited (Company No 03442590)  
Mount House (Coach House) Limited (Company No 05778803)

the Tenant Mortgagee will not enforce its security in respect of the Maintenance Reserve Account without the consent of the Propco 2 and the Security Trustee

**"Obligor"** means each of the Original Borrower, the Original Guarantors and any company which becomes an additional borrower or additional guarantor in accordance with Clause 29 (Changes to the Obligors) of the OpCo Facilities Agreement.

**"OpCo"** means the Original Borrower

**"OpCo Debenture"** means the debenture dated on or about 13 July 2006 granted by each Obligor in favour of the Security Trustee under which fixed and floating charges are created over the assets of each chargor as security for the Secured Obligations

**"OpCo Facilities Agreement"** means the agreement dated 13 July 2006 between the Original Borrower, the Original Guarantors, the Arranger, the Agent, the Security Trustee, the Issuing Bank, the Original Lenders and the Original Hedge Counterparty

**"OpCo Lease"** means each lease and each agreement for lease of a Property between an Obligor and OpCo, and any supplemental lease, each in agreed form

**"OpCo Share Charge"** means the charge dated on or about the date of the OpCo Facilities Agreement granted by TopCo in favour of the Security Trustee under which a charge is created over the shares of Barchester as security for the Secured Obligations.

**"Original Borrower"** means Barchester Healthcare Homes Limited (registration number 2859519)

**"Original Guarantors"** means the subsidiaries of Grove Limited listed in Part III of Schedule 1 (The Original Parties) to the OpCo Facilities Agreement together with the Original Borrower

**"Original Hedge Counterparty"** means the Royal Bank of Scotland plc.

**"Original Lenders"** means the Royal Bank of Scotland plc, AIB Group (UK) p l c , The Governor and Company of the Bank of Ireland and The Governor and Company of the Bank of Scotland

**"PropCo 2"** means Barchester PropCo Limited (registration number 06322222)

**"PropCo"** means Bluehood Limited (registration number 5828394)

**"PropCo Facility Agreement"** means the acquisition and development facility agreement dated on or about the date of the Debenture between, amongst others, the PropCo 2, the Agent, the Arranger, the Security Trustee and the Lenders (each as defined in that agreement as amended, varied, novated or supplemented from time to time)

**"PropCo Security Trustee"** means the Royal Bank of Scotland plc



**"Property"** has the meaning given to such term in the Amended and Restated OpCo Facilities Agreement

**"Real Property"** means the Mortgaged Property and any present or future freehold or leasehold property (including all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights) in which the Chargor has an interest

**"Related Rights"** means, in relation to any asset.

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and
- (d) any moneys and proceeds paid or payable in respect of that asset

**"Rental Income"** means all sums paid or payable to or for the benefit of any Obligor arising from the letting, use or occupation of all or any part of any Property, including, without limitation

- (a) rents, licence fees and equivalent sums reserved or made payable,
- (b) sums received from any deposit held as security for performance of any tenant's obligations,
- (c) the letting or use of fixtures, fittings and equipment,
- (d) proceeds of insurance in respect of loss of rent or interest on rent,
- (e) receipts from or the value of consideration given for the grant, surrender, renunciation or variation of any Lease;
- (f) any service charge payments,
- (g) proceeds paid for a breach of undertaking or covenant or dilapidations under any Lease in relation to a Property and for expenses incurred in relation to any such breach and which, in the case of a breach of a continuing undertaking or covenant, is not applied towards the remedy of that breach or the payment of those expenses,
- (h) any contribution to a sinking fund paid by a tenant under an Occupational Lease,
- (i) any contribution by a tenant of a Property to ground rent due under any Head Lease,
- (j) any payment from a guarantor or other surety in respect of any of the items listed in this definition;
- (k) interest, damages or compensation in respect of any of the items in the definition, and

- (l) to the extent not already part of the amounts referred to in paragraphs (a) to (k) above, any amount in respect of or which represents VAT.

**"Required Consents"** means, in respect of a Development Property, all planning permissions required for the Development and all approvals of reserved matters or details required thereunder and all other consents, licences, approvals and certificates under the Planning Acts, building regulations, fire safety orders and any other statute or bye-law of any relevant authority and which are necessary for the carrying out, completion and occupation of that Development.

**"Scottish Floating Charge"** means a floating charge governed by the laws of Scotland and granted in favour of the Security Trustee

**"Scottish Security Documents"** means the Scottish Floating Charge and each standard security dated on or after the date of the OpCo Facilities Agreement, governed by Scots law, granted by OpCo in favour of the Security Trustee under which Security is created as security for the Secured Obligations.

**"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by any Obligor or by some other person) of each Obligor to the Finance Parties (or any of them) under each of the Finance Documents except for any obligation or liability which, if it were so included, would cause that obligation or liability or any of the Security in respect thereof, to be unlawful or prohibited by any applicable law

**"Security"** means a mortgage, standard security, charge (fixed or floating), pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement entered into to create security over an asset.

**"Security Document"** means

- (a) the OpCo Debenture,
- (b) any Legal Charge,
- (c) each Scottish Security Document,
- (d) each Jersey Security Document,
- (e) each Guernsey Security Document,
- (f) the OpCo Share Charge,
- (g) any other document evidencing or creating Security to secure any Secured Obligation, and any other document designated as such by the Security Trustee and an Obligor

**"Security Period"** means the period beginning on the date of the Debenture and ending on the date on which the Secured Obligations have irrevocably been discharged in full and no Finance Party is under any further actual or contingent obligation to make advances or

provide other financial accommodation to any Chargor or any other person under any of the Finance Documents

**"Share"** means any share listed in Schedule 4 (Shares)

**"Specific Contracts"** means each Opco Lease, the Tax and Costs Facility Deed and each share purchase business or asset purchase or property purchase agreement in each case entered into by the Chargor

**"Specifications"** means, in respect of a Development Property, the drawings, calculations, plans and specifications for the Development which have been approved by the Agent in consultation with the Project Monitor prior to the first Utilisation Date for that Development Property as may be amended in accordance with Clause 24 1(c) (Development) of the PropCo Facility Agreement

**"Tangible Moveable Property"** means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and all Related Rights.

**"Tax and Costs Facility Deed"** means the tax and costs facility deed entered or to be entered into between, amongst others, the Obligors, Opco and the Security Trustee

**"TopCo"** means Barchester HoldCo (Jersey) Limited (incorporated and registered in Jersey number 93880)

**"TopCo Priority Letter"** means the priority letter to be entered into between amongst others, the Security Trustee and the PropCo Security Trustee dated on or after the date of the OpCo Facilities Agreement

**"Trade Contract"** means, in respect of a Development Property, each contract or agreement made by a Trade Contractor with the Main Contractor or the Development Manager governing its appointment as such and the obligations of that Trade Contractor in relation to the Development, including all documents referred to in that contract

**"Transfer Certificate"** means a certificate substantially in the form set out in Schedule 6 (Form of Transfer Certificate) to the OpCo Facilities Agreement or any other form agreed between the Agent and Barchester

**"Trust Agreement"** means the trust agreement dated on or about the date of the OpCo Facilities Agreement relating to the Security granted to secure the Secured Obligations

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

**"Warranty Consultant"** means, in respect of a Development Property, the Architect, each Engineer, the Quantity Surveyor, the Development Manager or Employer's Representative (as applicable) and each other Consultant agreed prior to the first Utilisation Date for that Development Property by the Agent and PropCo 2 (both acting reasonably) to be the principal

Barchester PropCo Limited (Company No 06322222)  
Barchester New DevCo Limited (Company No 06364231)  
Barchester PropCo Two Limited (Company No 06351790)  
The Mount House Limited (Company No 03442590)  
Mount House (Coach House) Limited (Company No 05778803)

Consultants or otherwise designated as such by the Agent from time to time in accordance with Clause 24.5(e) (Contractors and Consultants) of the PropCo Facility Agreement

**"Warranty Trade Contractor"** means the Main Contractor and each other Trade Contractor agreed prior to the first Utilisation Date in respect of the relevant Property by the Agent and PropCo 2 (both acting reasonably) to be the principal Trade Contractors or otherwise designated as such by the Agent from time to time in accordance with Clause 24 5(e) (Contractors and Consultants) of the PropCo Facility Agreement

## **SCHEDULE 2**

### **SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

#### **1 FIXED SECURITY**

##### **1 1 Mortgage**

The Chargor charges with full title guarantee in favour of the Security Trustee (as trustee for the Finance Parties), with the payment and discharge of the Secured Obligations, by way of first legal mortgage, the Mortgaged Property

##### **1 2 Assignment by way of Security**

The Chargor assigns and agrees to assign absolutely with full title guarantee to the Security Trustee (as trustee for the Finance Parties) as security for the payment and discharge of the Secured Obligations, all of its right, title and interest from time to time in and to each of the following assets

- (a) any contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting that Chargor in respect of the Real Property,
- (b) the proceeds of any Insurance Policy and all Related Rights,
- (c) the Specific Contracts (other than specific contracts which relate to Real Property situated in Scotland);
- (d) any Rental Income and Disposal Proceeds and the right to make demand for and receive the same;
- (e) the Assigned Accounts and the debt or debts represented thereby;
- (f) the Specific Contracts,
- (g) the Collateral Warranties and all proceeds paid or payable thereunder, and
- (h) the Hedge Documents and all proceeds paid or payable thereunder

##### **1 3 Fixed charges**

The Chargor charges with full title guarantee in favour of the Security Trustee (as trustee for the Finance Parties) (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 1 1 (Mortgage) or assigned pursuant to Clause 1 2 (Assignment by way of Security)) with the payment and discharge of the Secured Obligations, by way of first fixed charge, all of its rights, title and interest from time to time in and to each of the following assets.

- (a) the Real Property and all Related Rights,

- (b) the Building Contracts, Development Management Agreements, Trade Contracts to which a Warranty Trade Contractor is party, Consultant Appointments to which a Warranty Consultant is party, Specifications, Required Consents, each Opco Lease and agreement for Lease permitted under the PropCo Facility Agreement and any other Development Document and all rights under each Development Document,
- (c) the Tangible Moveable Property;
- (d) each of its present and future accounts (other than the Assigned Accounts) with any bank, building society, financial institution or other person (including any replacement account or sub-division or sub-account of that account) and the debt or debts represented thereby,
- (e) each of its present and future interest or currency rate swap, cap, floor, collar or option transactions, all proceeds paid or payable thereunder and all Related Rights;
- (f) book and other debts and Monetary Claims owing to it and any proceeds of those debts and claims and all Related Rights,
- (g) the Intellectual Property,
- (h) any goodwill and rights in relation to the uncalled capital of the Chargor,
- (i) goodwill and rights and claims in relation to its uncalled share capital,
- (j) rights to recover any VAT on any supplies made to it relating to the Charged Assets and any sums so recovered,
- (k) any rent deposits and all Related Rights (other than any rent deposits and rental rights in relation to Real Property situated in Scotland),
- (l) the Investments,
- (m) the Shares and Related Rights;
- (n) stocks, shares, debentures, securities and certificates of deposit, all interests in collective investment schemes and partnerships and all warrants, options and rights to subscribe for any investment whether held by or on behalf of the Chargor and all Related Rights; and
- (o) each of the assets which are specified in Clause 1.2 (Assignment by way of Security)

## 2 FLOATING CHARGE

- 2.1 The Chargor with full title guarantee charges in favour of the Security Trustee (as trustee for the Finance Parties), with the payment and discharge of the Secured

Obligations, by way of first floating charge all present and future assets and undertakings of the Chargor

- 2.2 The floating charge created by paragraph 2.1 above shall be deferred in point of priority to (i) any Scottish Floating Charge and (ii) all fixed Security validly and effectively created by the Chargor under the Finance Documents, in each case, in favour of the Security Trustee as trustee for the Finance Parties as security for the Secured Obligations

**3 RESTRICTIONS ON DEALINGS**

Except where permitted by the PropCo Facility Agreement, no Chargor will at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets

**4 FURTHER ASSURANCE**

The Debenture contains covenants for further assurance and necessary action

**5 NEGATIVE PLEDGE AND DISPOSALS**

The Debenture contains a negative pledge and a covenant of no disposal of interests

**SCHEDULE 3**

**MORTGAGED PROPERTY**

<b>Property Description</b>	<b>Title Number</b>
Marple Dale Hall, Dale Road, Marple	GM399588
Field House, Sandford Avenue, Church Stretton	SL46747
Land and buildings at The Hilderstone, Hall Lane, Hilderstone, Stone	SF283644
The Coach House, Hilderstone Hall, Hilderstone, Stone	SF382731
Caldy Manor Residential Home, Caldys Road, Wirral	MS145474
MS307311	
Brookfield, 18 Brookfield Road, Lymm	CH522144
Mount House, 41-43 The Mount, Shrewsbury	SL104704



## SCHEDULE 4

### SHARES

Name of Company	Barchester Propco Limited
Issued Relevant Shares	1 ordinary share of £1 00
Number of Relevant Shares	1 ordinary share of £1 00

Name of Company	Barchester New Devco Limited
Issued Relevant Shares	1 ordinary share of £1 00
Number of Relevant Shares	1 ordinary share of £1 00

Name of Company	Barchester Propco Two Limited
Issued Relevant Shares	1 ordinary share of £1 00
Number of Relevant Shares	1 ordinary share of £1 00

Name of Company	The Mount House Limited
Issued Relevant Shares	1 ordinary share of £1 00
Number of Relevant Shares	2 ordinary shares of £1 00 each

Name of Company	Mount House (Coach House) Limited
Issued Relevant Shares	1 ordinary share of £1 00
Number of Relevant Shares	1 ordinary share of £1 00

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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 05778803

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 14th SEPTEMBER 2007 AND CREATED BY MOUNT HOUSE (COACH HOUSE) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO THE FINANCE PARTIES (OR ANY OF THEM) 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 20th SEPTEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th SEPTEMBER 2007

*Handwritten signature*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES