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legibly, preferably
in black type, or
bold block lettering

* insert full name
of Company

COMPANIES FORM No. 395

621205 / 689

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.

395

Pursuant to section 395 of the Companies Act 1985

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

For official use

2

Company number

FC027202 (and BR009124)

Name of company

* Care Homes No. 2 Limited, a company incorporated under the laws of the Cayman Islands with registered number 84926 and in England and Wales as above (the **Chargor**)

Date of creation of the charge

12 December 2006

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

A security interest agreement dated 12 December 2006 between (1) the Chargor and (2) the Security Trustee (as defined below) (the **Security Interest Agreement**)

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent, primary or otherwise, and whether owed jointly or severally or in any other capacity whatsoever) whether of payment or performance owed by the Chargor to the Finance Parties (or any of them) under or in connection with the Finance Documents (or any of them) (the **Obligation**).

Please return
via
CH London Counter

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

The Royal Bank of Scotland plc of 135 Bishopsgate, London (the **Security Trustee**)

Postcode EC2M 3UR

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

Denton Wilde Sapte LLP
One Fleet Place
London EC4M 7WS
MZR/ECM/70205.00039

For official Use (02/00)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See the M395 Continuation Sheet attached.

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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

Deutan Wilde Sapte LLP

Date

20/12/06

On behalf of [company] [mortgagee/chargee][†]

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

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

* insert full name
of company* Care Homes No. 2 Limited, a company incorporated under the laws of the Cayman Islands with registered number 84926 and in England and Wales as above (the **Chargor**)

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

1 Security Interest

(1) The Chargor covenanted with the Security Trustee that it will pay and discharge the Obligation when due in accordance with the terms and conditions of the Finance Documents.

(2) As continuing security for the payment and performance of the Obligation, the Chargor vested possession of the certificates of title to the Collateral in the Security Trustee (or its agent) to the intent that the Security Trustee shall have a first priority security interest or interests in the Collateral in accordance with Article 2(3) of Security Interests (Jersey) Law 1983 but so that the Security Trustee shall not in any circumstances incur any liability or be under any obligation whatsoever in connection with the Collateral.

2 Negative Pledge

The Chargor undertook and covenanted not to:

(a) assign or otherwise create any security interest, charge, lien, right of set off or other encumbrance affecting the Collateral without the prior written consent of the Security Trustee (save for any of the foregoing which may have been created or granted by or pursuant to any Finance Document);

(b) do or cause or permit to be done anything which in the Security Trustee's opinion may in any way adversely affect any security interest or interests created pursuant to the Security Interest Agreement or prejudice the value of the security thereby created, and without limitation, not without the Security Trustee's prior written consent to take or permit the taking of any action whereby the rights attaching to the Collateral are altered or diluted, whether by the issue of further shares in either NHP Securities No. 5 Limited (a company incorporated under the laws of Jersey with registered number 72721 (and registered in England and Wales with company number FC027204 and with branch number BR009126)) or NHP Securities No. 8 Limited (a company incorporated under the laws of Jersey with registered number 74211 (and registered in England and Wales with company number FC027205 and with branch number BR009127)) or otherwise howsoever.

3 Definitions

Collateral means all of the Chargor's right title and interest in and to the Shares (as defined in Schedule 1 of this Form 395) (including without limitation (i) any securities substituted for the Shares or added thereto from time to time and (ii) all distributions dividends interest and other income paid or payable after the date of the Security Interest Agreement on the Shares or such other securities and (iii) all stocks shares (and distributions dividends interest and other income thereon) offers options benefits advantages rights moneys or other property accruing or offered at any time by way of conversion redemption bonus preference option consolidation sub-division or otherwise to or in respect of the Shares or such other securities).

Facility Agreement means the facility agreement dated 12 December 2006 made between (1) Libra No. 3 Limited and Libra No. 2 Limited (as borrowers), (2) the companies specified in Schedule 5 of the Facility Agreement (as guarantors), (3) The Royal Bank of Scotland plc as agent for National Westminster Bank Plc (as original lender), (4) The Royal Bank of Scotland plc (as hedging bank), (5) The Royal Bank of Scotland plc (as agent for the Finance Parties) and (6) the Security Trustee.

Finance Document means the Facility Agreement (as defined above), any Fee Letter (as defined in the Facility Agreement), any Hedging Arrangement (as defined in the Facility Agreement), any Subordination Deed (as defined in the Facility Agreement), each Security Document (as defined below), any Transfer Certificate (as defined in the Facility Agreement), the Intercreditor Agreement (as defined in the Facility Agreement) and any other document designated as such by the Agent.

Finance Parties means the Agent, the Hedging Bank, the Security Trustee or a Lender (each as defined in the Facility

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Agreement).

Security Document means the Debenture (as defined in the Facility Agreement), each Duty of Care Agreement (as defined in the Facility Agreement), each Hedging Assignment (as defined in the Facility Agreement), the Cayman Share Charges (as defined in the Facility Agreement), the Jersey Share Charges (as defined in the Facility Agreement), the Assignations of Rents (as defined in the Facility Agreement), the Standard Securities (as defined in the Facility Agreement), the NI Mortgages (as defined in the Facility Agreement) and all other documents creating, evidencing or granting Security (as defined below) in favour of the Finance Parties (or any of them) in respect of the obligations of the Obligors (or any of them) under the Finance Documents, each in form and substance satisfactory to the Agent.

Security means a mortgage, standard security, charge, pledge, lien, assignment by way of security, right of set-off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

Schedule 1 – Shares

- (i) 8,000 'A' ordinary shares of £1 each in the capital of NHP Securities No. 5 Limited (a company incorporated under the laws of Jersey with registered number 72721 (and registered in England and Wales with company number FC027204 and with branch number BR009126)) which shares are registered in the name of the Chargor;
- (ii) 2,000 'B' ordinary shares of £1 each in the capital of NHP Securities No. 5 Limited (a company incorporated under the laws of Jersey with registered number 72721 (and registered in England and Wales with company number FC027204 and with branch number BR009126)) which shares are registered in the name of the Chargor;
- (iii) 8,000 'A' ordinary shares of £1 each in the capital of NHP Securities No. 8 Limited (a company incorporated under the laws of Jersey with registered number 74211 (and registered in England and Wales with company number FC027205 and with branch number BR009127)) which shares are registered in the name of the Chargor;
- (iv) 2,000 'B' ordinary shares of £1 each in the capital of NHP Securities No. 8 Limited (a company incorporated under the laws of Jersey with registered number 74211 (and registered in England and Wales with company number FC027205 and with branch number BR009127)) which shares are registered in the name of the Chargor.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. FC027202

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY INTEREST AGREEMENT DATED THE 12th DECEMBER 2006 AND CREATED BY CARE HOMES NO. 2 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGOR TO THE FINANCE PARTIES (OR ANY OF THEM) 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 21st DECEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd JANUARY 2007.

LC
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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES