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CHFP041

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

00400071
395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please do not write in this margin

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

* Insert full name of company

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

For official use Company number

5

02647567

Name of company

* La Pierre Care Homes Limited

Date of creation of the charge

14 January 2003

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

Debenture dated 14 January 2003 and made between La Pierre Care Homes Limited (the *Company*) and Barclays Bank Plc (the *Bank*)(the *Debenture*)

Amount secured by the mortgage or charge

The Company covenants that it will pay or discharge the Secured Liabilities.

Capitalised terms used but not defined in this Form M395 and the attached Schedules shall have the meanings ascribed to such terms in Schedule 1 attached hereto.

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

Barclays Bank Plc

54 Lombard Street, London

Postcode EC3V 9EX

Presenter's name, address and reference (if any):

FRESHFIELDS BRUCKHAUS
DERINGER
65 FLEET STREET, LONDON
ENGLAND EC4Y 1HS
DX 23 LONDON/CHANCERY LANE

For official use
Mortgage section

Post room



LD7
COMPANIES HOUSE

0487
23/01/03

Time critical reference
01/03/Barclays/OD-La Pierre

Short particulars of all the property mortgaged or charged

Please see Schedule 2 attached hereto.

Schedule 3 attached hereto contains restrictions on the Company which protect and further define the Debenture and which must be read as part of the Debenture.

Please do not write in this margin

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

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Particulars as to commission allowance or discount (note 3)

Not applicable

Signed

Freshfield Bruckhaus Deringer

Date

23/01/03

On behalf of [company] [mortgagee/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. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ.

SCHEDULE 1

In this form 395, the following terms shall have the following meanings:

Borrower means Parkcare Homes (No.2) Ltd (Company number 4000281);

Cross-Default means any amount under the Warehouse Facility Agreement becomes due and payable before its normal maturity by reason of a default under the Warehouse Facility Agreement;

Event of Default means either Non-Payment or Cross-Default;

Non-Payment means the Company does not pay on the due date any amount payable by it under the Overdraft Facility Agreement;

Overdraft Facility Agreement means the Overdraft Facility of £5,000,000 dated on or about 14 January 2003 between the Bank and the Borrower and any other agreement or instrument amending or supplementing it;

Receiver means a receiver and manager or receivers and managers and shall include the plural and any substituted receiver and manager or receivers and managers;

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Borrower to the Bank under the Overdraft Facility Agreement together with all costs, charges and expenses incurred by the Bank in connection with the protection, preservation or enforcement (in the case of protection or preservation, to the extent such costs, charges and expenses are reasonable) of its rights under the Overdraft Facility Agreement or any other document evidencing or securing any such liabilities;

Security Assets means all assets of the Company the subject of any security created by this Debenture;

Supplemental Legal Mortgage means a supplemental legal mortgage in the form set out in Schedule 2 of the Debenture; and

Warehouse Facility Agreement means the £50,000,000 facility agreement dated 18 September 2000 between, amongst others, Craegmoor Group Limited and the Company (as Borrowers and Guarantors), the Arranger, the Original Bank, the Senior Agent and the Bank (each as defined therein), together with each Accession Agreement and Substitution Certificate relating thereto and any and each other agreement or instrument supplementing or amending it.

SCHEDULE 2

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1.1 The Company with full title guarantee charges with the payment or discharge of all moneys and liabilities covenanted to be paid or discharged by the Company pursuant to Clause 2 of the Debenture:

- (a) by way of first legal mortgage all the freehold and leasehold property of the Company the title to which is registered at H. M. Land Registry and which is described in Schedule 1 of the Debenture together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- (b) by way of first legal mortgage all other freehold and leasehold property of the Company now vested in it (whether or not registered at H. M. Land Registry) together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- (c) by way of first fixed charge all future freehold and leasehold property of the Company together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and all the goodwill and uncalled capital for the time being of the Company;
- (d) by way of first fixed charge all book debts and other debts now and from time to time due or owing to the Company;
- (e) by way of first fixed charge the benefit of all present and future licences, permissions, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the freehold or leasehold property specified in Clause 1.1(a) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof; and
- (f) by way of first fixed charge all stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by the Company from time to time.

Floating Charge

- 1.2 (a) The Company with full title guarantee charges with the payment or discharge of all moneys and liabilities covenanted to be paid or discharged by the Company pursuant to Clause 2 of the Debenture by way of a first floating charge the undertaking and all other assets of the Company whatsoever and wheresoever both present and future but so that the Company is not to be at liberty to create any mortgage or charge upon and so that no lien shall in any case or in any manner arise on or affect any part of the Security Assets either in priority to or pari passu with the charge hereby created except in favour of the Bank and further that the Company shall have no power without the

consent of the Bank to part with or dispose of any part of such Security Assets except by way of sale in the ordinary course of its business.

(b) The Bank may by notice to the Company convert the floating charge created by the Debenture into a fixed charge as regards all or any of the Company's assets specified in the notice if:

- (i) an Event of Default is outstanding; or
- (ii) the Bank has reasonable grounds for considering those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

(A) The floating charge hereby created shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge over the assets, rights and property of the Company on the convening of any meeting of the members of the Company to consider a resolution to wind the Company up (or not to wind the Company up) PROVIDED THAT this Clause 1.2(b) shall not apply to any of the Company's undertaking and assets situate in Scotland if, and to the extent that, the Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

SCHEDULE 3

1. FURTHER ASSURANCE

Any debentures, mortgages or charges hereafter created by the Company (otherwise than in favour of the Bank) shall be expressed to be subject to the Debenture. The Company shall subject to the rights of any prior mortgagee deposit with the Bank and the Bank during the continuance of this security shall be entitled to hold all deeds and documents of title relating to the Company's freehold and leasehold property for the time being and the Company shall on demand in writing made to the Company by the Bank at the cost of the Company execute a valid legal mortgage of any freehold and leasehold properties acquired by it after the date hereof and the fixed plant and machinery thereon to secure the payment or discharge to the Bank of the moneys and liabilities hereby secured such legal mortgage to be in the form of the Supplemental Legal Mortgage or in such form as the Bank may require but on terms no more onerous than the Debenture.

2. CONTINUING SECURITY

The security shall be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever and shall be without prejudice and in addition to any other security whether by way of mortgage equitable charge or otherwise howsoever which the Bank may now or any time hereafter hold on the property of the Company or any part thereof for or in respect of the moneys secured or any of them or any part thereof respectively.

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 02647567

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 14th JANUARY 2003 AND CREATED BY LA PIERRE CARE HOMES LIMITED FOR SECURING ALL OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM PARKCARE HOMES (No.2) LTD (THE "BORROWER") TO BARCLAYS BANK PLC 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 23rd JANUARY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th JANUARY 2003.

*Dx
Pam.*



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES