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*insert full name
of company

COMPANIES FORM No. 395 *net week £10.00* Particulars of a mortgage or charge *303911*



Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



2463465

Name of company

* Matrix Healthcare Plc ("Chargor")

Date of creation of the charge

16 January 2001

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

Debenture ("Debenture")

Amount secured by the mortgage or charge

The aggregate principal amount of £900,000 due under the deed poll dated 16 January 2001 constituting, in aggregate £900,000 10 per cent convertible loan notes 2003 ("Dead Poll") together with interest thereon and all other sums actual or contingent which may now or at any time in the future be due owing or incurred by the Chargor to the Security Trustee (as defined below); ("Secured Liabilities")

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

Best Investments Limited (as security Trustee for itself and Peter Dewe Mathews) ("Security Trustee")
20 Mason's Yard
London SW1Y 6BD

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

DLA
Princes Exchange
Princes Square
LEEDS
LS1 4BY

SXA 46608.12

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

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1. By way of legal mortgage any freehold leasehold or other immovable property referred to in the schedule to the Debenture (if any) together with all buildings, trade and other fixtures, fixed plant and machinery of the Chargor from time to time thereon;

2. By way of fixed charge:

2.1 all other freehold leasehold and other immovable property now or in the future belonging to the Chargor together with all buildings, trade and other fixtures, fixed plant and machinery of the Chargor from time to time thereon;

2.2 all plant and machinery now or in the future belonging to the Chargor other than fixed plant and machinery;

2.3 all cash at bank, book debts and other debts including the right to receive insurance proceeds now or in the future due or owing to the Chargor;

(see continuation sheet)

Particulars as to commission allowance or discount (note 3)

NIL

Signed



Date 19 January 2001

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.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2463465

Name of Company

Matrix Healthcare Plc ("Chargor")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

**Please complete
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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2.4 all stocks, shares and other securities now or in the future belonging to the Chargor together with all dividends and other rights deriving therefrom;

2.5 the goodwill of the Chargor and its uncalled capital for the time being;

2.6 all patents, trade marks, service marks designs and other intellectual property rights choses in action and claims and all fees, royalties and other rights of every kind deriving therefrom now or in the future belonging to the Chargor;

3. By way of floating charge the whole of the Chargor's undertaking and all its property and assets whatsoever and wheresoever present and future other than the property and assets from time to time effectively charged to the Security Trustee by way of legal mortgage or fixed charge by the Debenture.

NOTE 1

The Debenture contains covenants by the Chargor not to create or permit to subsist any Encumbrance other than the Prior Charges or any other Encumbrance which does not rank pari passu or in priority to the Debenture and the charges created under it and which does not include the power to appoint a Receiver;

Definitions

Encumbrance means any mortgage charge pledge lien assignment hypothecation security interest or other security interest or right whatsoever conferring a priority of payment;

Prior charges means the following:

1st legal charge over Nightingale Rest Home dated 16 June 1997 in favour Barclays Bank PLC

1st legal charge over Allambie Court dated 9 May 1997 in favour of Barclays Bank PLC

1st legal charge over The Knoll, Leeds Road dated 17 March 1997 in favour of Barclays Bank LC

1st legal charge over Nightingale Nursing Home dated 17 March 1997 in favour of Barclays Bank PLC

1st legal charge over Morton Close, 2 Morton Lane dated 14 February 1997 in favour of Barclays Bank PLC

Debenture dated 29 November 1990 in favour of Barclays Bank PLC

NOTE 2

The Debenture includes a Power of Attorney.

The Debenture includes the power to appoint a Receiver

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No _____
to Form No 395 and 410 (Scot)

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2463465

Name of Company

Matrix Healthcare Plc ("Chargor")

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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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. 02463465

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 16th JANUARY 2001 AND CREATED BY MATRIX HEALTHCARE PLC FOR SECURING THE AGGREGATE PRINCIPAL AMOUNT OF £900,000.00 DUE FROM THE COMPANY TO BEST INVESTMENTS LIMITED (AS SECURITY TRUSTEE FOR ITSELF AND PETER DEWE MATHEWS) UNDER THE DEED POLL OF EVEN DATE CONSTITUTING, INAGGREGATE £900,000 10 PER CENT CONVERTIBLE LOAN NOTES 2003 ("DEED POLL") AND ALL OTHER SUMS DUE OWING OR INCURRED BY THE CHARGOR TO THE SECURITY TRUSTEE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th JANUARY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th JANUARY 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —