

RBS £10
050906

COMPANIES FORM No. 395

M

CHFP025

Please do not
write in
this margin

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

Particulars of a mortgage or charge

A fee of £10 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

12

2477631

Name of company

CYNEDVE LIMITED ("the Company")

Date of creation of the charge

30 June 2000

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

Legal Mortgage

Amount secured by the mortgage or charge

All the Indebtedness and Expenses on the due date therefore.

DEFINITIONS:-

"Affiliate" means the Bank, UCB Healthcare Finance No 1 Limited (Company No 3375934) and their successors and assigns and any other company being a Subsidiary or affiliate of the Bank and any of their successors and assigns and any company, trust or other person the economic benefit from which is enjoyed wholly or substantially by any of the foregoing companies and in each case their successors and assigns and any other person deriving any estate right or interest under or through it or them.

(See continuation sheet)

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

Credit Suisse First Boston (registered in England and Wales as a foreign company under Company Number FC007227) being a limited liability banking company organised and existing under the laws of Switzerland acting through its London Branch at 5 Cabot Square London EC14 4QR ("the Bank")

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

DLA
101 Barbirolli Square
Manchester
M2 3DL
Ref: HRS.WL.G7289-458 (G7289)

Time critical reference

For official Use
Mortgage Section

Post room



JMA
COMPANIES HOUSE

0582
13/07/00

Short particulars of all the property mortgaged or charged

1. **BY WAY OF FIRST LEGAL MORTGAGE WITH FULL TITLE GUARANTEE**

The freehold land and buildings known as Plas Gwynfa Nursing and Residential Care Home Plastirion Abergele Conwy registered at HM Land Registry under title number WA869363 together with all licences from time to time held by the Company to enter upon or use land and/or enabling any building upon such property to overhang or project into any space which is not in the ownership of the Company and the benefit of all other agreements relating to such property to which the Company is or may become a party or otherwise entitled and/or the proceeds of sale thereof.

(See Continuation Sheet)

Please do not write in this margin

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

P
95

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date: 11 July 2000

On behalf of mortgagee †

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 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 condition,
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

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

† delete as appropriate

Please do not
write in this
binding margin

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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

CHFP025

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

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

Company Number

2477631

* delete if
inappropriate

Name of Company

CYNEDVE

Limited*

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

Legal Mortgage

Amount due or owing on the mortgage or charge (continued)

"Default Rate" means in relation to any sum due under the Legal Mortgage but unpaid ("**an Unpaid Sum**") the rate which is 3% per annum above the higher of the rate of interest prevailing on any debit balance of any loan account or accounts in the name of the Company with the Bank opened on the date any amount of principal is first drawn down by the Company from the Bank at any relevant time and the cost to the Bank of funding an unpaid sum during the period of default.

"Expenses" means:-

- (a) All expenses (including legal and out of pocket expenses) (on a full indemnity basis) properly incurred by the Bank in connection with:-
 - (i) the preparation, negotiation and execution of the Legal Mortgage;
 - (ii) the preparation and negotiation of documentation relating to any amendment or extension of the Legal Mortgage regardless of the form which such documentation takes and whether or not such documentation is acceptable to and/or executed by any or all parties thereof;
 - (iii) the granting of any waiver, approval, consent, confirmation or release under or in respect of the Legal Mortgage; and
 - (iv) any investigation or due diligence into the financial or other condition of the Company or into ascertaining whether or not the Company has complied or is complying with the provisions of the Legal Mortgage.
- (b) An amount equal to any stamp duties, search fees, registration fees and duties in connection with the Legal Mortgage.
- (c) All expenses (including legal and out of pocket expenses on a full indemnity basis) incurred by the Bank:-
 - (i) in contemplation of or otherwise in connection with the enforcement of any rights or exercise of any powers under the Legal Mortgage or investigating any possible default.
 - (ii) in respect of any proceedings (legal or otherwise) involving the Bank in connection with the Legal Mortgage or property secured by it whether such proceedings are brought by the Company or a third party together with interest at the Default Rate from the date such expenses were incurred to the date of payment (as well after as before judgement).
 - (iii) all expenses relating to the appointment of any receiver, delegate or sub-delegate under the Legal Mortgage or the pursuit of any rights contained in it or under or in connection with the property charged by it or any document referred to in it.

"Indebtedness" means all monies, obligations and liabilities (actual or contingent) now or at any time or times hereafter due, owing or incurred by the Company to the Bank and/or an Affiliate whether as principal or surety on any account whatsoever including any such monies, obligations or liabilities acquired by, assigned to or transferred to (in each case whether legally or beneficially) any of the above entities and their respective successors in title and assigns and any person or entity deriving any estate right or interest under or through it or them.

"Subsidiary" has the meaning to such expression given by section 736 of the Companies Act 1985 and includes a subsidiary undertaking within the meaning given to it by section 258 to 260 of the Companies Act 1985.

NOTE

The Legal Mortgage contains a negative pledge whereby the Company covenants not without the prior written consent of the Bank to create, attempt to create, agree to create or permit to subsist any mortgage, standard security, pledge, lien, charge, assignment, hypothecation, security interest, contractual arrangement or assignment or any other agreement or arrangement having the affect of conferring security, conditional sale or other title, retention agreement, combination of accounts or other security interest whatsoever howsoever created and arising over all or any part of the property charged by the Legal Mortgage except for any lien arising by operation of law in the ordinary course of business of the Company and any retention of title agreement arising solely in connection with the purchase of goods in the ordinary course of business.

Please do not
write in this
binding margin

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

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

2. **NEGATIVE PLEDGE**

Please note the legal mortgage contains a provision that the Company shall not without the prior consent of the Bank create, attempt to create, agree to create or permit to subsist any mortgage, standard security, pledge, lien, charge, assignment, hypothecation, security interest, collateral arrangement or assignment or any other agreement or arrangement having the effect of conferring security, conditional sale or other title retention agreement, combination of accounts or other security interest whatsoever how so created or arising over the property charged by the preceding paragraph except for liens arising by operation of law in the ordinary course of business and any retention of title agreement arising solely in connection with the purchase of goods in the ordinary course of business.

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

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02477631

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 30th JUNE 2000 AND CREATED BY CYNEDVE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CREDIT SUISSE FIRST BOSTON AND/OR AN AFFLIATE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th JULY 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th JULY 2000.

PJP



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E