



395

**Particulars of a mortgage or charge**

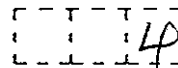
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Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For official use Company number



2571516

Name of company

\* LANEMILE LIMITED ("THE COMPANY")

\*Insert full name  
of company

Date of creation of the charge

22 MAY 1995

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

DEBENTURE ("THE CHARGE")

Amount secured by the mortgage or charge

All monies, obligations and liabilities (whether present or future, actual or contingent) on the part of the Company to any Beneficiary (as defined below) to be paid, performed or discharged, whether directly or indirectly, under or pursuant to the terms of any of the Finance Documents (as defined below) and/or in connection with the loan facility or other financial accommodation from time to time granted or otherwise made available pursuant thereto, together with all Expenses (as defined below) and any interest charged under the terms of the Charge ("the Secured Obligations")

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

THE BRITISH LINEN BANK LIMITED

4 MELVILLE STREET, EDINBURGH ("THE SECURITY TRUSTEE")

Postcode

EH3 7NZ

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

Travers Smith Braithwaite  
10 Snow Hill  
LONDON EC1A 2AL

Ref: KJD/KGK

For official use  
Mortgage section

REGISTERED  
2 JUN 1995

Post room



1. In this form 395 the following terms have the following meanings:-

- 1.1 **Agreement** : the syndicated loan agreement dated 28 April 1995 made between Haven Healthcare Holdings Limited and CHS Healthcare Limited as borrowers (1), Care UK plc and others as guarantors (2) and The British Linen Bank Limited as Original Bank, Agent and Security Trustee (3) whereby it was agreed that there should be made available to the Borrowers loan facilities upon the terms and conditions contained in it;
- 1.2 **Bank** : any of The British Linen Bank Limited and any other bank or financial institution party to the Agreement to which a Bank seeks to transfer (or, as the context may require, has transferred) rights and obligations under and in accordance with the Agreement (together "the Banks");
- 1.3 **Beneficiaries** : the Security Trustee, the Agent and each of the Banks and "Beneficiary" means any one of them;

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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 James Smith Beattie

Date

31 MAY 1995

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 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

- 1.4 **Beds Agreement** : any contract between a Relevant Company and a DHA for the provision of a day care centre and/or residential accommodation for the care of elderly and/or mentally ill persons on a Development owned by such Relevant Company in form and substance satisfactory to the Agent which, inter alia, provides for a specified number of the beds constructed as part of such Development to be occupied by persons nominated by such DHA and in respect of whom such DHA agrees to pay fees;
- 1.5 **Building Contract** : in relation to a Development, the building contract entered into or to be entered into between a Relevant Company and the Building Contractor for such Development, together with any contracts to be entered into between such Relevant Company and other contractors from time to time in relation to the carrying out of building works and/or the installation of plant or services for or on such Development, together in each case with the related specifications, bills of quantity, drawings and other documents annexed to that building contract or relating to the Development, as the same may in each case from time to time be amended, extended, varied or replaced in accordance with the Agreement and whether comprised in one or more documents and "Building Contract" shall, where the context so admits, be construed as each and/or every such document or the relevant document, as the case may be;
- 1.6 **Building Contractor** : in relation to a Development, any firm of building contractors (including, where the context so admits, any substitute or additional contractors) from time to time employed by a Relevant Company to carry out such Development in accordance with the Agreement;
- 1.7 **Charged Assets** : all of the Company's property or properties and/or other assets and, where the context so admits, each of them and any part thereof and the proceeds of the disposal of the same and all rights, title and interest in and to the same, in each such case as may now or in the future be the subject of the security constituted or intended to be constituted by the Charge;
- 1.8 **Compensation Monies** : any statutory or other compensation (including the proceeds of any defective title, restrictive covenant or other indemnity policy or covenant relating to its Property, but excluding insurance monies arising for the benefit of the Company for interference with the use and/or enjoyment of its Property or the curtailment of any easement, right or benefit relating thereto) and all other compensation monies from time to time received by it in respect of its Property without prejudice to any rights, claims and/or obligations having priority to the obligations imposed by the Charge;
- 1.9 **Debts** : (i) all book debts, both present and future, due or owing to the Company and all other monetary debts and claims, choses in action and other rights and benefits both present and future (including, in each such case, the proceeds thereof and all damages and dividends in relation thereto) due or owing to the Company and the benefit of all related rights and remedies (including under negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing and liens) and (ii) all

sums, both present and future, due or owing to the Company by way of grant, subsidy or refund by any statutory, legal or governmental body, authority or institution or by any body, authority or institution of the European Community;

**1.10 Derivative Assets :** all assets deriving from any of the Securities owned by the Company including all allotments, accretions, offers, rights, dividends, interest, income, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to any of the Securities and all stocks, shares, rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, exchange, purchase, substitution, option, interest or otherwise in respect thereof;

**1.11 Development :** in relation to a Property, the development of that Property to provide day care and/or residential accommodation for the care of the elderly or mentally ill as described in the plans and specifications from time to time approved by the Agent under the terms of the Agreement and/or the Security Documents;

**1.12 Development Documents :** in relation to each Development:

- (i) the Building Contract;
- (ii) the terms of engagement of all Professionals;
- (iii) all collateral warranties provided by the Building Contractor and the Professionals in favour of the Security Trustee (each a "Collateral Warranty");
- (iv) each performance bond, guarantee or other security document provided to the Agent, Security Trustee or a Relevant Company in support of the obligations of the Building Contractor and/or the Professionals;
- (v) each DHA Agreement;
- (vi) the Beds Agreement;
- (vii) each Section 18, Section 38 and Section 106 Agreement relating to such Development entered into pursuant to Section 18 of the Public Health Act 1936 (as amended), Section 38 of the Highways Act 1980, and Section 106 of the Town and Country Planning Act 1990;
- (viii) each Registered Homes Act 1984 Registration for such Development; and
- (ix) each other agreement under which a Relevant Company has incurred any obligations in respect of such Development;

**1.13 DHA :** the Secretary of State for Health or a District Health Authority as duly authorised agent of the Secretary of State for Health or National Health Service Trust or local authority or such other similar entity having

responsibility for the care of elderly and/or mentally ill persons as is approved by the Agent for the purposes of the Agreement;

- 1.14 **DHA Agreement:** in relation to a Development, any agreement between a DHA and a Relevant Company in form and substance satisfactory to the Agent pursuant to which a DHA agrees to enter into a Beds Agreement, whether conditional on a Relevant Company carrying out construction works, entering into a lease or licence or otherwise whatsoever;
- 1.15 **Encumbrance :** a mortgage, charge, assignment by way of security, pledge, lien, hypothecation, right of set-off, reservation of title arrangement, preferential right (save as arising under the general law for the protection of certain classes of creditors) or any trust, flawed asset or other arrangement for the purpose of and having a similar effect to the granting of security, or other security interest of any kind;
- 1.16 **Expenses :** all banking, legal and other costs, charges, expenses and/or liabilities (including any VAT thereon) paid or, if earlier, incurred by or on behalf of any Beneficiary or any Receiver in each case on a full indemnity basis in relation to any of the Charged Assets or in protecting, preserving, improving, considering the enforcement or exercise of or enforcing or exercising or attempting to enforce or exercise, any rights arising under or pursuant to any of the Finance Documents and/or in procuring the payment, performance or discharge of any of the Secured Obligations and including, without limitation, the principal amount of any borrowings together with interest thereon and all other expenses and/or liabilities of any Beneficiary or any Receiver paid or incurred from time to time in relation to the exercise of any right or power on the part of any Beneficiary or any Receiver referred to in the Finance Documents;
- 1.17 **Finance Documents :** the Agreement, the Security Documents, each Guarantor Accession Deed, each Hedging Agreement, each deed of subordination relating to a Subordinated Loan and any other agreement, deed, notice, document or certificate entered into by any member of the Group pursuant thereto or otherwise in connection therewith;
- 1.18 **Group :** at any time, Care UK plc and all Care UK plc's subsidiaries (and "member of the Group" shall be construed accordingly);
- 1.19 **Guarantor Accession Deed :** a guarantor accession deed executed or to be executed by a member of the Group or proposed member of the Group (other than the Company, Care UK plc, Haven Healthcare Limited, Haven Healthcare Holdings Limited, CHS Healthcare Limited and Community Health Services Limited);
- 1.20 **Hedging Agreement :** any interest rate hedging agreement entered into between the Company and the Agent or any Bank in connection with or pursuant to the Agreement;
- 1.21 **Intellectual Property :** all patents, patent applications, trade marks, trade names, service marks, service mark applications, registered designs, copyrights, other protectable rights and assets, know-how, trade secrets and other confidential information and all related licences and connected

rights now or in the future belonging to or held by the Company or any nominee of the Company;

- 1.22 **Licences** : all licences, consents, registrations (including, without limitation, RHA Registrations) and authorisations (statutory or otherwise) now or in the future held or acquired by the Company, or held by a nominee of the Company, in connection with any business carried on by the Company or the use of any of the Charged Assets of the Company;
- 1.23 **Policies** : all policies of insurance in which the Company may now or hereafter have an interest and any policies of life assurance (if any) in which the Company may now or hereafter have an interest;
- 1.24 **Professionals** : in relation to a Development, all professional persons from time to time engaged for the purpose of carrying out and/or providing services in relation to that Development including without limitation the architects, quantity surveyors, project manager, consulting engineers, structural engineers, and services engineers and any other person with responsibility for design or supervision in relation to such Development;
- 1.25 **Property** : all freehold and leasehold properties and other real property both present and future of the Company including all that freehold land and buildings lying to the east of Mile End Road, Colchester, Essex as the same is registered with title absolute at H M Land Registry under title number EX465452, all that freehold land lying to the south east of Holland Road, Clacton-on-Sea, Tendring, Essex as the same is registered at H M Land Registry with title absolute under title number EX449807 and including all buildings and other structures from time to time erected thereon and all fixtures (trade or otherwise) from time to time thereon or therein;
- 1.26 **Receivables Account** : any separate and denominated account as may be maintained by the Company with a bank (other than any Beneficiary) in accordance with the provisions of Clause 7.3 of the Charge;
- 1.27 **Receiver** : a receiver and/or manager (including, as the context admits, an administrative receiver) appointed under the Charge;
- 1.28 **Relevant Company** : each of Haven Healthcare Holdings Limited and CHS Healthcare Limited and each of their respective subsidiaries (including the Company) from time to time;
- 1.29 **Securities** : all shares, stocks, debentures, debenture stock, bonds and securities of any kind whatsoever owned by the Company (including rights to subscribe for, convert into or otherwise acquire the same) whether marketable or otherwise, and all other interests (including loan capital) of the Company both present and future in any company, firm, consortium or entity wherever situate;
- 1.30 **Security Documents** : the Charge and such other security documents creating or evidencing the creation of any Encumbrance as may from time to time be entered into by any member of the Group at the request of the Agent or the Security Trustee in accordance with any Finance Document and any other security document creating or evidencing the

creation of any Encumbrance granted to the Security Trustee as security for the Company's obligations to the Beneficiaries;

- 1.30 **Subordinated Loan** : any financial indebtedness made available to the Company by any person (other than a Relevant Company) which is, in the opinion of the Agent, effectively subordinated to the claims of the Beneficiaries under the Finance Documents and each of the Company's other creditors and the terms of which (including the terms of any deed of subordination) have been approved in writing by the Agent.
2. The Charge contains the following charges and assignments by way of security in favour of the Security Trustee (in each case as trustee for and on behalf of each of the Beneficiaries):-
    - 2.1 A legal mortgage over (i) all that freehold land and buildings lying to the east of Mile End Road, Colchester, Essex as the same is registered with title absolute at H M Land Registry under title number EX465452 and (ii) all that freehold land lying to the south east of Holland Road, Clacton-on-Sea, Tendring, Essex as the same is registered at H M Land Registry with title absolute under title number EX449807;
    - 2.2 An equitable mortgage over all freehold and leasehold properties and other real properties both present and future of the Company including all buildings and other structures from time to time erected thereon and all fixtures (trade or otherwise) from time to time thereon or therein;
    - 2.3 A specific charge over the Company's Securities and the Derivative Assets relating to such Securities;
    - 2.4 A specific charge over the Company's Debts, Intellectual Property, its Licences and all deeds and documents from time to time relating to its Charged Assets;
    - 2.5 A specific charge over the goodwill (including, without limitation, all brand names) and any uncalled capital both present and future of the Company;
    - 2.6 A specific charge over all the rights, title and interest of the Company in and to the Policies and to the Compensation Monies;
    - 2.7 A specific charge over all the rights, title and interest of the Company in and to all chattels from time to time hired, leased or rented by the Company to any other person together, in each case, with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligation of any person under or in respect of such contract;
    - 2.8 A specific charge over the benefit of any covenants for title given or entered into by any predecessor in title of the Company to its Property, all proceeds of a capital nature in relation to the disposal of its Property, the benefit of any contract for sale, letting or other disposal of its Property and all present and future options to renew all leases or purchase all reversions (whether or not freehold) from time to time in relation to its Property;

- 2.9 A specific charge over the benefit of all rights and claims of the Company against all lessees from time to time of the whole or any parts of its Property and all guarantors and sureties for the obligations of such lessees and against all persons who are under any obligation to such Company in respect of any works of design, construction, repair or replacement to, on or about its Property;
- 2.10 A specific charge over all of the Company's fixed plant, machinery and equipment from time to time in or on its Property (and not comprised in its Property) and the benefit of the Company's rights and claims against any person in respect of the design, construction, repair or the replacement of the same;
- 2.11 A specific charge (so far as permitted under the relevant document) of the Company's rights, title and interest in and to all contracts, agreements or warranties effecting its Property with building contractors, architects, quantity surveyors, structural and mechanical engineers and other like professionals (including each of the Development Documents);
- 2.12 A floating charge over the undertaking and all property, assets and rights of the Company, whatsoever and wheresoever, both present and future (save insofar as any of the same shall for the time being be effectively mortgaged or charged by way of specific charge or assigned by way of security);
- 2.13 An assignment by way of security of all of the Company's rights, title and interest in and to the proceeds of any policies;
- 2.14 An assignment by way of security of all of the Company's rights, title and interest in and to each Receivables Account maintained by it and any monies from time to time standing to the credit of any such account;
3. The security constituted by the Charge secures present and future advances.
4. The Charge contains restrictions (inter alia) on the ability of the Company save as permitted under the Charge to create or permit to subsist any Encumbrance on or over its Charged Assets or any interest therein ranking in priority to, pari passu with or subsequent to the security constituted or intended to be constituted by the Charge except for liens arising solely by operation of law in the ordinary course of its operations in respect of indebtedness which has been due for less than thirty days and any encumbrance created under or pursuant to the Finance Documents; or to sell, transfer, assign, lease out, lend or otherwise dispose of (whether outright, by sale and repurchase or sale and lease-back arrangement or otherwise), or grant any right, whether of pre-emption or otherwise (over its Charged Assets or any interest therein nor enter into any agreement to do any of the same other than where such agreement is conditional upon the consent of the Security Trustee being obtained (save in the ordinary course of its operations in the case of assets of the Company charged by way of floating charge only).



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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. 02571516

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 22nd MAY 1995 AND CREATED BY LANEMILE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO THE BRITISH LINEN BANK LIMITED IN ITS CAPACITY AS TRUSTEE FOR THE BENEFICIARIES ("THE SECURITY TRUSTEE") UNDER OR PURSUANT TO THE TERMS OF ANY OF THE FINANCE DOCUMENTS (AS DEFINED) AND/OR IN CONNECTION WITH THE LOAN FACILITY OR OTHER FINANCIAL ACCOMODATION FROM TIME TO TIME GRANTED OR OTHERWISE MADE AVAILABLE PURSUANT THERETO, TOGETHER WITH ALL EXPENSES AND ANY INTEREST CHARGED UNDER THE TERMS OF THIS DEBENTURE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd JUNE 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th JUNE 1995.

A handwritten signature in cursive script, reading 'A. P. Goddard'.

A. P. GODDARD

for the Registrar of Companies



LC 6/6 Pn COMPANIES HOUSE

HC026B