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in black type, or
bold block lettering

* insert full name
of Company

COMPANIES FORM No. 395

621205/689

Particulars of a mortgage or charge

395

A fee of £13 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

62

3103526

Name of company

* NHP Securities No. 1 Limited (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 deed of mortgage/charge dated 12 December 2006 between the Chargor and the Security Trustee (the **Deed**).

Amount secured by the mortgage or charge

All the liabilities of the Obligors to the Finance Parties under or pursuant to the Finance Documents except for any liabilities which, if secured by the Deed, would result in a contravention by the Chargor of section 165-168 of the Companies (Northern Ireland) Order 1986 (the **Secured Liabilities**).

Note: Capitalised terms not defined on this page are defined in the M395 Continuation Sheet attached

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 as trustee for the Finance Parties (the **Security Trustee**).

Postcode EC2M 3UR

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

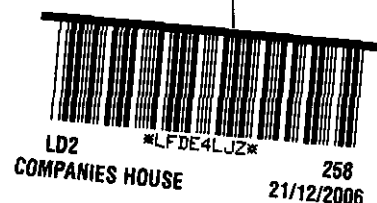
Denton Wilde Sapte LLP
One Fleet Place
London EC4M 7WS
REF/PTR/70205.00039

Time critical reference

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

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

Signed Denton Wilde Sapke LLP

Date 20/12/2006

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

Notes

† delete as
appropriate

- 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

* NHP Securities No. 1 Limited

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

1 Covenant

The Chargor covenanted with the Security Trustee and the other Finance Parties that it will pay and discharge the Secured Liabilities in the manner provided for in the Finance Documents.

2 Creation of Security**2.1 Land Fixed Security**

The Chargor, as beneficial owner, as security for the payment or discharge of the Secured Liabilities:

- a) granted and demised unto the Security Trustee all the freehold unregistered Land (if any) vested in the Chargor including, without limitation, all that property more particularly set out in Schedule 2 of the Deed and Schedule 1 of this Form 395 to hold the same unto the Security Trustee for the term of 10,000 years from the date of the Deed to the discharge of security contained in the Deed;
- b) demised unto the Security Trustee all that leasehold unregistered Land (if any) vested in the Chargor including, without limitation, all that property more particularly set out in Schedule 2 of the Deed and Schedule 1 of this Form 395 to hold the same unto the Security Trustee for the residue of the term of years created by the respective leases short particulars of which are set out in Schedule 2 of the Deed and Schedule 1 of this Form 395 less the last 3 days thereof subject to the discharge of security contained in the Deed; and
- c) charged all the Land (if any) at the date of the Deed or in the future vested in and registered at the Land Registry of Northern Ireland including, without limitation, all that property more particularly set out in Schedule 2 of the Deed and Schedule 1 of this Form 395 or which will be subject to first registration at the Land Registry of Northern Ireland upon the execution and delivery of the Deed, with payment to the Security Trustee of all monies due or to become due by the Chargor to the Security Trustee and requested that the charge thereby created be registered as a burden on the said Land subject to the discharge of security contained in the Deed.

3 Negative covenants

The covenants in Clause 6 of the Deed and as set out in paragraph 3 of this Form 395 remain in force from the date of the Deed until the expiry of the Security Period.

3.1 Negative pledge

The Chargor covenanted that it shall not create or permit to subsist any Security over any Land except for Permitted Security.

4 Definitions

Agent means The Royal Bank of Scotland plc.

Borrowers means Libra No. 3 Limited and Libra No. 2 Limited (each a **Borrower**).

CA means the Conveyancing Act 1911.

Company number

3103526

Name of company

* insert full name
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* NHP Securities No. 1 Limited

CLPA means the Conveyancing and Law of Property Act 1881.

Facility has the meaning given to it in the Facility Agreement.

Facility Agreement means the agreement dated 12 December 2006 between: (1) Libra No.3 Limited and Libra No. 2 Limited as the 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 counterparty under the Hedging Arrangements; (5) The Royal Bank of Scotland plc as agent for the Finance Parties; and (6) The Royal Bank of Scotland plc as security trustee for the Finance Parties.

Fee Letter has the meaning given to it in the Facility Agreement.

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

Finance Party means the Agent, the Hedging Bank, the Security Trustee or a Lender.

Guarantors means the Companies specified in Schedule 5 of the Facility Agreement.

Hedging Arrangements means:

- (a) the ISDA Master Agreement and Schedule dated on or about the date of the Facility Agreement between Libra 3 and the Hedging Bank;
- (b) the trade confirmation (reference D14389470) between Libra 3 and the Hedging Bank effecting an interest rate swap with a commencement date of 15 January 2007 in relation to a notional principal amount of £1,172,000,000 (together with the ISDA Master Agreement and Schedule referred to above, the **LIBOR Swap**); and
- (c) the trade confirmation (reference D14288221) between Libra 3 and the Hedging Bank; and
- (d) the trade confirmation (reference D14389530) between Libra 3 and the Hedging Bank.

and when further designated:

- (i) **Tranche A** means that portion of the LIBOR Swap which relates to a notional principal amount approximating the Tranche A Commitments;
- (ii) **Tranche B** means that portion of the LIBOR Swap which relates to a notional principal amount approximating the Tranche B Commitments;
- (iii) **Tranche C** means that portion of the LIBOR Swap which relates to a notional principal amount approximating the Tranche C Commitments;
- (iv) **Tranche D** means that portion of the LIBOR Swap which relates to a notional principal amount approximating the Tranche D Commitments.

Intercreditor Agreement has the meaning given to it in the Facility Agreement.

ISDA Master Agreement and Schedule has the meaning given to it in the Facility Agreement.

Land has the same meaning as it has in section 1 of the CLPA and the properties described in Schedule 2 of the Deed and schedule 1 of this Form 395.

Name of company

* insert full name
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* NHP Securities No. 1 Limited

Lender means:

- (a) the Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 26 of the Facility Agreement.

LIBOR Swap has the meaning given to it in the Facility Agreement.**Obligors** means the Borrowers and the Guarantors (each an **Obligor**).**Original Lender** means The Royal Bank of Scotland plc as agent for National Westminster Bank Plc.**Party** has the meaning given to it in the Facility Agreement.**Permitted Security** means any Security falling into one of the categories in Clause 23.4.1 of the Facility Agreement.**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.**Security Document** has the meaning given to it in the Facility Agreement.**Security Period** means the period starting on the date of the Facility Agreement and ending on the date on which all of the liabilities of the Obligors under each Finance Document are irrevocably discharged in full and no Finance Party has any commitment or liability, whether present, future, actual or contingent, in relation to the Facilities.**Subordination Deed** has the meaning given to it in the Facility Agreement.**Tranche A Commitments** has the meaning given to it in the Facility Agreement.**Tranche B Commitments** has the meaning given to it in the Facility Agreement.**Tranche C Commitments** has the meaning given to it in the Facility Agreement.**Tranche D Commitments** has the meaning given to it in the Facility Agreement.**Transfer Certificate** has the meaning given to it in the Facility Agreement.

Name of company

* insert full name
of company

* NHP Securities No. 1 Limited

Schedule 1– Land charged by way of legal mortgage/charge**Part 1 – Registered Land that has been charged**

Name of Chargor/Registered Owner	Description of Property	Folio Number
NHP Securities No 1 Limited	Bramblewood Nursing Home, 201 Gransha Road, Bangor, County Down	DN11781 County Down
NHP Securities No 1 Limited	Marina Private Nursing Home, Shore Road, Ballyronan, County Londonderry	24978 County Londonderry

Part 2 – Unregistered Land that has been mortgaged**Name of Chargor/Registered Owner:** NHP Securities No 1 Limited**Description of Property:**

- A. The premises situate at and known as Edgewater Lodge Nursing Home, Sunnyside Avenue, Millisle Road, Donaghadee, County Down comprised in an Indenture of Conveyance and Assignment dated 27th March 1997 and made between Triasma Homes Limited of the first part Edgewater Lodge Limited of the second part and NHP No 1 plc of the third part subject to an Indenture of Lease dated 27th March 1997 made between NHP No 1 plc of the first part and Edgewater Lodge Limited of the second part and Tamaris plc of the third part.
- B. The premises situate at and known as Bethany Nursing Home, 69 Osborne Park, Belfast being the premises comprised in an Indenture of Fee Farm Grant dated 27th August 1877 made between William Harvey of the one part and William Martin Clark of the other part subject to an Indenture of Lease dated 6th February 1995 made between Nursing Properties plc of the one part and Osborne Limited of the other part.
- C. The premises situate at and known as Montague Private Nursing Home, 15 Church Street, Portstewart, County Londonderry comprised in an Indenture of Conveyance dated 30th September 1996 and made between Exceler Ireland Limited of the one part and NHP Securities No 1 plc of the other part subject to an Indenture of Lease dated 30th September 1996 made between NHP Securities No 1 plc of the first part Exceler Ireland Limited of the second part and Exceler Health Care Group plc of the third part.
- D. The unregistered portion of the premises situate at and known as Marina Private Nursing Home, Shore Road, Ballyronan, County Londonderry comprised in a Transfer and Conveyance dated 30th September 1996 made between Exceler Ireland Limited of the one part and NHP Securities No 1 plc of the other part subject to an Indenture of Lease dated 30th September 1996 and made between NHP Securities No 1 plc of the first part Exceler Ireland Limited of the second part and Exceler Health Care Group plc of the third part.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03103526

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF MORTGAGE/CHARGE DATED THE 12th DECEMBER 2006 AND CREATED BY NHP SECURITIES NO. 1 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS TO THE FINANCE PARTIES 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
GR



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES