

M**Particulars of a mortgage or charge****395**

CHFP000

A fee of £13 is payable to Companies House in respect of each register entry for the 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

269

03287957

Name of Company

NHP SECURITIES NO.3 LIMITED (the "Company")

Date of creation of the charge

5 August 2005

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

Supplemental Debenture dated 5 August 2005 (the "**Supplemental Debenture**") created by the Company in favour of Barclays Bank PLC as security agent and trustee for the Secured Parties (as defined below) (the "**Security Agent**") (supplemental to the Debenture).

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

Barclays Bank PLC as Security Agent

5, The North Colonnade, Canary Wharf, London

Postcode

E14 4BB

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

Linklaters

One Silk Street

London EC2Y 8HQ

Tel: 020 7456 2000

Please return

via

CH London Counter

Ref: Chris Tart/ Martin MacDonald

For official Use
Mortgage Section

Post room

LD2
COMPANIES HOUSE

L3XU07KU

0457
05/08/05

Time critical reference

Short particulars of all the property mortgaged or charged

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write
in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Linklaters

Date

5 August 2005

On behalf of mortgagee/chargee

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Note

[†] 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, e.g. "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 including 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

Page 2

Name of Company
NHP SECURITIES NO.3 LIMITED

Company Number
03287957

Amount secured by the mortgage or charge

The "**Liabilities**", which are defined in the Supplemental Debenture as meaning all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to all or any of the Secured Parties under each or any of the Finance Documents, in each case together with:

- (a) all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its rights under any Finance Document; and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents.

Short particulars of all the property mortgaged or charged

1 Creation of Security

1.1 Fixed charges

The Company, with full title guarantee, as security for the payment or discharge of all Liabilities, charged to the Security Agent by way of legal mortgage the Mortgaged Property.

1.2 Confirmation

The Company confirmed that as security for the payment of all Liabilities (whether of it or any other Company under the Debenture):

- (a) it has charged by way of fixed charge the assets relating to the Mortgaged Property specified in paragraph (b) of Clause 3.2 (*Fixed Security*) of the Debenture; and
- (b) it has assigned to the Security Agent the assets relating to the Mortgaged Property referred to in paragraph (a)(iv) of Clause 3.1 (*Assignments*) of the Debenture.

Note (1): In this Form, except to the extent that the context requires otherwise:

"Accession Letter" means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) to the Facilities Agreement.

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company, each as defined in the Facilities Agreement.

"Agent" means Barclays Bank PLC.

"Arranger" means in relation to the Facilities Agreement, Barclays Capital and Citigroup Global Markets Limited as mandated lead arranger.

"Bookrunner" means Citigroup Global Markets Limited and Barclays Capital.

"Borrower" means TBG CareCo Limited or a Revolving Facility Borrower, each as defined in the Facilities Agreement.

"Chargor" means the Company and each other company named in Schedule 1 to the Debenture (*The Chargors*) and (with effect from its accession) each other company which executes a Deed of Accession and Charge.

"Debenture" means the debenture dated 11 April 2005 between TBG CareCo Investments 2 Limited, TBG PropCo Limited, NHP Limited, NHP PropCo HoldCo Limited, NHP PropCo Limited, NHP Management Limited, NHP Securities No. 3 Limited, NHP Securities No. 2 Limited, NHP Securities No. 1 Limited, NHP Securities No. 7 Limited, NHP Securities No. 6 Limited, LLNH Limited, NHP Securities No. 14 Limited, NHP Securities No. 4 Limited and NHP Operations (York) Limited as the Chargors in favour of Barclays Bank PLC acting as Security Agent.

"Deed of Accession and Charge" means a deed of accession and charge substantially in the form of Schedule 4 (*Form of Deed of Accession and Charge for a New Chargon*) to the Debenture.

"Engagement Letter" means the letter dated on or about the date of the Facilities Agreement between TBG CareCo UK Limited, the Original Borrower and the Arranger relating to the Term Facility and the Revolving Facility.

"Excluded Assets" has the meaning given to that term in the Debenture.

Short particulars of all the property mortgaged or charged

"Excluded Land" means the freehold and leasehold land described in Schedule 3 (*Excluded Land*) to the Debenture, any other estate in land where there is a current and binding restriction on the relevant Obligor charging such land and all buildings and structures upon and all things affixed to such land (including the Securitised Properties) and such restriction has not been removed, provided that the relevant Chargor has complied with its obligation to attempt to revoke such restriction under Clause 22.45 (*Securitised Properties*) of the Facilities Agreement.

"Exclusivity Letter" means the letter dated on or about the date of the Facilities Agreement between the Original Investor and the Arranger relating to the Term Facility and the Revolving Facility.

"Existing Securitisations" means the transactions in connection with the issue of notes by Care Homes No.1 Limited, Care Homes No.2 Limited and Care Homes No.3 Limited on 11 April 1997, 8 February 1999 and 16 November 1999 respectively.

"Facilities Agreement" means the facility agreement dated 29 November 2004 as amended from time to time between TBG CareCo Investments 2 Limited, the Original Borrower and the Original Guarantors (each as defined therein), Citigroup Global Markets Limited and Barclays Capital (as Mandated Lead Arrangers), Citigroup Global Markets Limited and Barclays Capital (as Bookrunners), the Original Lenders (as defined therein), the Agent and the Security Agent.

"Facility" means the Term Facility or the Revolving Facility.

"Fee Letter" means the letter dated on or about the date of the Facilities Agreement between TBG CareCo UK Limited, TBG CareCo Limited and the Arranger setting out certain fees in relation to the Term Facility and the Revolving Facility and any other letter or letters dated on or about the date of the Facilities Agreement between, as the case may be, the Arranger and TBG CareCo UK Limited, the Agent and TBG CareCo UK Limited or the Security Agent and TBG CareCo UK Limited setting out any of the fees referred to in Clause 12 (*Fees*) of the Facilities Agreement.

"Finance Document" means the Facilities Agreement, each Accession Letter, each Fee Letter, any Hedging Document, the Hedging Letter, the Intercreditor Agreement, each Security Document, the Engagement Letter, the Exclusivity Letter and any other document designated as such by the Agent and TBG CareCo Investments 2 Limited.

"Finance Party" means the Agent, the Arranger, the Bookrunner, a Lender or the Security Agent.

"Group" means TBG CareCo Investments 2 Limited and its subsidiaries for the time being, excluding G R Patrick & Co. Ltd.

"Guarantor" means an Original Guarantor or an Additional Guarantor, each as defined in the Facilities Agreement.

"Hedging Bank" means a Lender (or an Affiliate of a Lender) which has become a party to the Intercreditor Agreement as a Hedging Bank in accordance with the Intercreditor Agreement.

"Hedging Documents" means the documents entered into between a member of the Group and a Hedging Bank for the purpose of implementing the hedging strategy required by the Hedging Letter.

"Hedging Letter" means a letter dated on or about the date of the Facilities Agreement between the Arranger and TBG CareCo Investments 2 Limited setting out the hedging strategy agreed in relation to the Facilities.

"Intercreditor Agreement" means the intercreditor deed dated 29 November 2004 as amended from time to time between, among others, the Agent and Security Agent, the Original Hedging Bank (as defined in that agreement), TBG CareCo Investments 2 Limited, TBG CareCo UK Limited, the Original

Short particulars of all the property mortgaged or charged

Intercompany Lenders (as defined in that agreement) and the Original Intercompany Borrowers (as defined in that agreement) and the Obligors.

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (excluding trade and tenant's fixtures), except for Excluded Land.

"Lender" means a Term Facility Lender or a Revolving Facility Lender.

"Mortgaged Property" means the Land specified in Schedule 1 (*Land*) of the Supplemental Debenture (as set out in Note (2) below) and all buildings and structures upon and all things affixed to that Land (excluding trade and tenant's fixtures).

"Northern Ireland Debenture" has the meaning given to it in the Facilities Agreement.

"Obligor" means a Borrower or a Guarantor.

"Original Borrower" means TBG CareCo Limited.

"Original Investor" means any Investor (as defined in the Shareholder Agreement).

"Original Revolving Facility Lender" means a Lender listed in Part II of Schedule 1 (*The Original Parties*) to the Facilities Agreement as having a Revolving Facility Commitment.

"Original Term Facility Lender" means a Lender listed in Part II of Schedule 1 (*The Original Parties*) to the Facilities Agreement as having a Term Facility Commitment.

"Revolving Facility" has the meaning given to it in the Facilities Agreement.

"Revolving Facility Commitment" has the meaning given to it in the Facilities Agreement.

"Revolving Facility Lender" means:

- (a) any Original Revolving Facility Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Revolving Facility Lender in accordance with Clause 24 (*Changes to the Lenders*) of the Facilities Agreement,

which in each case has not ceased to be a Revolving Facility Lender in accordance with the Facilities Agreement.

"Secured Party" means a Finance Party or a Hedging Bank.

"Securitised Property" means at any time any property subject to the Existing Securitisations at such time, comprising at the date of the Facilities Agreement the properties listed in Part II of Schedule 9 (*Properties*) to the Facilities Agreement.

"Security Documents" means:

- (a) each Debenture (in this instance, as defined in the Facilities Agreement);
- (b) each Standard Security;
- (c) the Northern Ireland Debenture; and
- (d) any other document evidencing or creating any guarantee or security over any asset of any Obligor to secure any obligation of any Obligor to a Finance Party under the Finance Documents.

"Shareholder Agreement" has the meaning given to it in the Facilities Agreement.

"Standard Security" has the meaning given to it in the Facilities Agreement.

Name of Company
NHP SECURITIES NO.3 LIMITED

Company Number
03287957

Short particulars of all the property mortgaged or charged

"Term Facility" has the meaning given to it in the Facilities Agreement.

"Term Facility Commitment" has the meaning given to it in the Facilities Agreement.

"Term Facility Lender" means:

- (a) any Original Term Facility Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Term Facility Lender in accordance with Clause 24 (*Changes to the Lenders*) of the Facilities Agreement,
which in each case has not ceased to be a Term Facility Lender in accordance with the Facilities Agreement.

Note (2): the Land specified in Schedule 1 (*Land*) to the Supplemental Debenture is as follows:

All that freehold property being land adjoining Brooklands Nursing Home, Grimsby as is more particularly edged in red on the attached plan registered partly under title number HS265060.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03287957

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE DATED THE 5th AUGUST 2005 AND CREATED BY NHP SECURITIES NO. 3 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ALL OR ANY OF THE SECURED 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 5th AUGUST 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th AUGUST 2005.

*Lc
Pawr*



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES