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COMPANIES FORM No. 395

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.

CHFP025

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

[319]

03287983

Name of company

* NHP Securities No. 2 Limited (the "Chargor")

Date of creation of the charge

15 January 2007 (the "Issue Date")

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

The deed of mortgage/charge entered into on the Issue Date by the Chargor in favour of the Security Agent (as "Chargee") (the "Deed of Mortgage").

Amount secured by the mortgage or charge

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 any Secured Creditor under each Finance Document, except for any obligation which, if it were so included, would result in any Chargor contravening Articles 165-168 of the Companies (Northern Ireland) Order 1986 or any equivalent and applicable provisions under the laws of the jurisdiction of incorporation of the Chargor (the "Secured Liabilities").

Please refer to Continuation Sheet 1 for defined terms used in this Form 395.

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

Credit Suisse
One Cabot Square
London

Postcode E14 4QJ

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

N McFerran Ref: 58181.682
Cadwalader Wickersham & Taft
LLP
265 Strand
London WC2R 1BH
Doc No. 928022

For official Use (06/2005)
Mortgage Section



Short particulars of all the property mortgaged or charged

Please refer to Continuation Sheet 2 attached.

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)

N/A

Signed Gadwalekel Nickercham Tafzuli Date 1 February 2007

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

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

† 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 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

FORM 395 – PARTICULARS OF A MORTGAGE OR CHARGE

CONTINUATION SHEET 1

Definitions

In this Form 395, so far as the context admits, the following expressions have the following meanings:

“Agreement for Lease” means an agreement to grant an Occupational Lease of all or part of a Property.

“CH1” means Care Homes No. 1 Limited, a company incorporated in the Cayman Islands with registration number 71496.

“CH2” means Care Homes No. 2 Limited, a company incorporated in the Cayman Islands with registration number 84926.

“CH3” means Care Homes No. 3 Limited, a company incorporated in the Cayman Islands with registration number 91881.

“Counterparty” means Credit Suisse International.

“Duty of Care Agreement” means the duty of care agreement dated on or about the date of the Facility Agreement between among others NHPM and the Security Agent and any other duty of care agreement between a managing agent and the Security Agent.

“Facility Agreement” means the senior term and revolving facility agreement for up to £1,172,000,000 entered into on the Issue Date between among others, Libra No. 3 Limited and the Chargee.

“Fee Letter” means any letter entered into by reference to the Facility Agreement between one or more Finance Parties and Libra No. 3 Limited setting out the amount of certain fees referred to in the Facility Agreement.

“Finance Document” means:

- (a) Facility Agreement;
- (b) a Security Document;
- (c) any Hedging Arrangement;
- (d) the Guarantee and Subordination Agreement;
- (e) a Fee Letter;
- (f) each Duty of Care Agreement;
- (g) a Transfer Certificate; or

- (h) any other document designated as such by the Security Agent and Libra No. 3 Limited.

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

"Group" means the Libra No. 3 Limited and its Subsidiaries.

"Guarantee and Subordination Agreement" means the guarantee and subordination agreement dated on or about the date of the Facility Agreement between the Obligors, the Shareholder, the Security Agent and Credit Suisse as security agent for the Mezzanine Finance Parties.

"Hedging Arrangement" means any interest hedging arrangement entered into by the Libra No. 3 Limited in connection with interest payable under the Facility Agreement and the forward starting seven year swap entered into by Libra No. 3 Limited on the date of the Facility Agreement to hedge the refinancing risk of the Loan on the Final Maturity Date.

"Lease Document" means:

- (a) an Agreement for Lease;
- (b) an Occupational Lease; or
- (c) any other document designated as such by the Security Agent and the Company.

"Legal Charges" has the meaning given to it in Clause 3 herein.

"Lender" means:

- (a) the Original Lender; or
- (b) any person which becomes a Lender after the date of the Facility Agreement.

"Libra CH2 Propco" means Libra Careco CH2 Propco Limited a company incorporated in England and Wales with registration number 5555758.

"Libra CH3 Propco" means Libra Careco CH3 Propco Limited a company incorporated in England and Wales with registration number 5579560.

"Management Agreement" means any agreement under which a Managing Agent is appointed (including the agreements with NHP Management dated 10 April, 1997, 15 February, 1999 and 16 November, 1999).

"Managing Agent" means NHPM or any other managing agent appointed by a member of the Group in respect of a Property with the approval of the Lenders.

"Mezzanine Finance Parties" means a Lender or the Security Agent.

"NHP York" means NHP Operations York Limited, a company incorporated in England and Wales with registration number 4611037.

"NHPL" means NHP Limited, a company incorporated in England and Wales with registration number 02798607.

"NHPM" means NHP Management Limited, a company incorporated in England and Wales with registration number 03288142.

"NHPS 1" means NHP Securities No. 1 Limited, a company incorporated in England and Wales with registration number 3103526.

"NHPS 10" means NHP Securities No. 10 Limited, a company incorporated in Jersey with registration number 74952.

"NHPS 12" means NHP Securities No. 12 Limited, a company incorporated in Jersey with registration number 75287.

"NHPS 2" means the Chorgor.

"NHPS 3" means NHP Securities No. 3 Limited, a company incorporated in England and Wales with registration number 3287957.

"NHPS 5" means NHP Securities No. 5 Limited, a company incorporated in Jersey with registration number 72721.

"NHPS 8" means NHP Securities No. 8 Limited, a company incorporated in Jersey with registration number 74211.

"Northern Irish Security Agreement" means a security agreement to be governed by Northern Irish law to be entered into by the relevant Propco in favour of the Security Agent in respect of any Property (under the Facility Agreement) located in Northern Ireland.

"Obligor" means Libra No. 3 Limited or the Guarantors listed in Schedule 1 to the Facility Agreement.

"Occupational Lease" means any lease or licence or other right of occupation or right to receive rent to which a Property may at any time be subject.

"Original Lender" means CS 1 Funding Limited.

"Propco" means each of Libra CH2 Propco, Libra CH3 Propco, CH1, CH2, CH3, NHPL, NHPS 1, NHPS 2, NHPS 3, NHPS 5, NHPS 8, NHPS 10, NHPS 12, NHP York and NHPM.

"Property" means each property described in Schedule 8 (*Property Details*) to the Facility Agreement.

"Release" has the meaning given to it in Clause 7.

"Relevant Contract" means:

- (a) each Management Agreement;
- (b) each Agreement for Lease; and

- (c) any other agreement to which the Chargor is a party and which the Security Agent has designated in writing as a Relevant Contract.

"Rental Income" means the aggregate of all amounts paid or payable to or for the account of a member of the Group in connection with the letting of any part of a Property, including each of the following amounts:

- (a) rent, licence fees and equivalent amounts paid or payable;
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations;
- (c) a sum equal to any apportionment of rent allowed in favour of any member of the Group;
- (d) any other moneys paid or payable in respect of occupation and/or usage of a Property and any fixture and fitting on a Property including any fixture or fitting on a Property for display or advertisement, on licence or otherwise;
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
- (f) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any Lease Document;
- (g) any sum paid or payable by any guarantor of any occupational tenant under any Lease Document;
- (h) any Tenant Contributions; and
- (i) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by a member of the Group.

"Secured Creditors" means each Finance Party and each Mezzanine Finance Party and each of them a **"Secured Creditor"**.

"Security Agent" means Credit Suisse, London Branch.

"Security Agreement" means a security agreement under English law constituting first ranking security (including legal mortgages and fixed and floating charges) entered into by an Obligor in favour of the Security Agent.

"Security Assets" means all assets of the Chargor the subject of any security created by this Deed.

"Security Document" means:

- (a) each Security Agreement;
- (b) each Share Security Agreement;

- (c) each Standard Security;
- (d) each Northern Irish Security Agreement;
- (e) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to a Finance Party under the Finance Documents; and
- (f) any other document designated as such by the Security Agent and Libra No. 3 Limited.

"Security Period" means the period beginning on the date of this Deed and ending on the date on which the Security Agent is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

"Share Security Agreement" means a mortgage, pledge, charge or other security interest over or in respect of the shares of an Obligor in favour of the Security Agent.

"Standard Security" means a standard security including an assignation of rents in relation to a Property located in Scotland granted or to be granted by an Obligor in favour of the Security Agent.

"Subsidiary" means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent. of the voting capital or similar right of ownership and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise.

"Tenant Contributions" means any amount paid to a member of the Group by any tenant under a Lease Document or any other occupier of a Property, by way of:

- (a) contribution to:
 - (i) insurance premia;
 - (ii) the cost of an insurance valuation;
 - (iii) a service charge in respect of the relevant member of the Group's costs under any repairing or similar obligation or in providing services to a tenant of, or with respect to, a Property; or
 - (iv) a sinking fund; or
- (b) value added tax or similar taxes.

"Transfer Certificate" means a certificate, substantially in the form of Schedule 5 (*Form of Transfer Certificate*) to the Facility Agreement, with such amendments as the Lenders may approve or reasonably require or any other form agreed between the Lenders and the Company.

FORM 395 – PARTICULARS OF A MORTGAGE OR CHARGE

CONTINUATION SHEET 2

Short particulars of all the property mortgaged or charged

1 GENERAL

1.1 All the security created under the Deed of Mortgage:

- (a) was created in favour of the Chargee;
- (b) was created over present and future assets of the Chargor;
- (c) is security for the payment and satisfaction of all the Secured Liabilities; and

1.2 The Security Agent holds the benefit of the Deed of Mortgage for itself and on trust for the Secured Creditors.

2 LAND

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

- (a) has granted and demised unto the Chargee all the freehold unregistered property (if any) vested in the Chargor including, without limitation, all that property more particularly set out in Part II of Schedule 1 (*Chargor, Real Property and Legal Charges to be Sub-Charged*) to the Deed of Mortgage, to hold the same unto the Chargee for the term of 10,000 years from the date hereto subject to the Release of Clause 7 herein;
- (b) has demised unto the Chargee all that leasehold unregistered property (if any) vested in the Chargor including, without limitation, all that property more particularly set out in Part II of Schedule 1 (*Chargor, Real Property and Legal Charges to be Sub-Charged*) to the Deed of Mortgage, to hold the same unto the Security Agent for the residue of the term of years created by the respective leases short particulars of which are set out in Schedule 1 to the Deed of Mortgage, less the last 3 days thereof subject to the Release of Clause 7 herein;
- (c) has charged all the property now or in the future vested in it and registered at the Land Registry of Northern Ireland including, without limitation, all that property more particularly set out in Part III of Schedule 1 (*Chargor, Real Property and Legal Charges to be Sub-Charged*) to the Deed of Mortgage, or which will be subject to first registration at the Land Registry of Northern Ireland upon the execution and delivery of the Deed of Mortgage, with payment to the Chargee of all monies due or to become due by the Chargor to the Chargee and hereby requests that the charge hereby created be registered as a burden on the said property subject to the Release of Clause 7 herein.

- (d) has charged (to the extent that they are not the subject of a mortgage or charge under sub-paragraphs (i) (ii) and (iii) above) by way of first fixed charge all estates or interests in any freehold or leasehold property located in Northern Ireland now or subsequently owned by it.

2.2 A reference in Clause 1.2 to a mortgage or charge of any freehold or long leasehold property includes:

- (a) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
- (b) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

3 LEGAL CHARGES TO BE SUB-CHARGED

3.1 The Chargor has charged by way of legal mortgage, as beneficial owner and subject to the Release of Clause 7 herein:

- (a) all of its right, title, interest and benefit present and future in, to and under the documents creating the charges listed in Part IV of Schedule 1 (*Chargors, Real Property and Legal Charges to be Sub-charged*) (the "**Legal Sub-Charges**") to the Deed of Mortgage;
- (b) the benefit of all covenants and obligations relating to the Legal Charges; and
- (c) all powers and remedies for enforcing the same.

4 OTHER CONTRACTS

4.1 The Chargor as beneficial owner has assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights:

- (a) under each Lease Document;
- (b) in respect of all Rental Income in respect of each Property situated in Northern Ireland;
- (c) under any guarantee of Rental Income contained in or relating to any Lease Document; and
- (d) under each Relevant Contract and any other agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 4.1.

5 NEGATIVE PLEDGE

- 5.1 Except as expressly allowed in the Facility Agreement, the Chargor has covenanted that it will not create or permit to subsist any Security on any Security Asset (except for the security in the created under the Deed of Mortgage).

6 COVENANT TO PAY

- 6.1 The Chargor has covenanted with the Chargee to pay, discharge and satisfy the Secured Liabilities (when due and payable) in accordance with the Finance Documents.

7 RELEASE

- 7.1 At the end of the Security Period or otherwise as permitted by the Facility Agreement, the Secured Creditors much, promptly at the request of the Chargor, take whatever action is necessary to release the Security Assets from the security created under the Deed of Mortgage.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03287983

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF MORTGAGE/CHARGE DATED THE 15th JANUARY 2007 AND CREATED BY NHP SECURITIES NO. 2 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ANY SECURED CREDITOR ON ANY ACCOUNT WHATSOEVER 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 1st FEBRUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th FEBRUARY 2007.

Handwritten signature



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —