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COMPANIES FORM No. 395

A/C-0040007.

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

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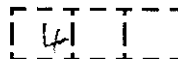
CHFP025

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



3752528

Name of company

* Westminster Beaumont (Peterborough) Limited (the "Company")

Date of creation of the charge

27 October 2006

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

Please refer to Schedule 1 attached hereto.
Please refer to Schedule 2 attached hereto for definition.

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by any Obligor or by some other person) of each Obligor to the Finance Parties (or any of them) under each of the Finance Documents except for any obligation or liability which, if it were so included, would cause that obligation or liability or any of the Security in respect thereof, to be unlawful or prohibited by any applicable law (the "Secured Obligations").

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

The Royal Bank of Scotland Plc
135 Bishopgate, London

Postcode EC2M 3UR

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

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

Return via London Counter

Time critical reference

DJXP/70-40037161/AJXD

For official Use (06/2005)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please refer to Schedule 3 attached hereto.
Please refer to Schedule 2 attached hereto for definitions.

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)

None

Signed Clifford Chana LLP

Date 8 November 2006

On behalf of ~~XXXXXX XXXXXX~~ [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

**SCHEDULE TO FORM 395 DATED 8 NOVEMBER 2006
FOR WESTMINSTER BEAUMONT (PETERBOROUGH) LIMITED (A COMPANY REGISTERED IN
ENGLAND AND WALES WITH COMPANY NUMBER 3752528)**

Schedule 1: Instrument Creating or Evidencing the Charge

An amendment deed dated 27 October 2006 between, amongst others, (1) Bluehood Limited (incorporated and registered in England and Wales number 5828394) (the "**PropCo**"), Barchester Holdco Limited (incorporated and registered in England and Wales number 5843985) (the "**Borrower**") and the persons listed in Part I of Schedule 1 (*The Obligors*) to the Amendment Deed, (2) The Royal Bank of Scotland plc as, amongst other things, security trustee for the Finance Parties (the "**Security Trustee**") and (3) the parties listed in Part III of Schedule 1 (*The Junior Creditors*) to the Amendment Deed as junior creditors, amending, amongst other things, the Original Subordination Agreement (the "**Amendment Deed**"). Pursuant to the Amendment Deed, the Company has acceded to the Amended Subordination Agreement as a Junior Creditor.

SCHEDULE TO FORM 395 DATED 8 NOVEMBER 2006
FOR WESTMINSTER BEAUMONT (PETERBOROUGH) LIMITED (A COMPANY REGISTERED IN
ENGLAND AND WALES WITH COMPANY NUMBER 3752528)

Schedule 2: Definitions

In this form 395 the following terms have the following meanings:

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

"Administrator Expense Facility" means the facility made available to the Borrower pursuant to Clause 2.1(e) (*The Facilities*) of the Facility Agreement.

"AEF Loan" means a loan made or to be made under the Administrator Expense Facility of the principal amount outstanding for the time being of that loan.

"Agent" means the Tranche A1 Agent, the Tranche A2 Agent, the Tranche B Agent and the Tranche C Agent (including that person when acting in the capacity of Instructing Agent) and where the Facility Agreement refers to:

- (a) **"the Agent"**, that reference shall, subject to the terms of the Intercreditor Deed, and unless the context otherwise requires, be construed as a reference to both the Tranche A1 Agent, the Tranche A2 Agent, the Tranche B Agent and the Tranche C Agent;
- (b) a **"relevant Agent"** or **"appropriate Agent"** that reference shall be construed as a reference to the Tranche A1 Agent in relation to matters affecting the Tranche A1 Lenders, to the Tranche A2 Agent in relation to matters affecting the Tranche A2 Lenders, to the Tranche B Agent in relation to matters affecting the Tranche B Lenders and to the Tranche C Agent in relation to matters affecting the Tranche C Lenders.

"Amended Subordination Agreement" means the Original Subordination Agreement, as amended by the Amendment Deed.

"Amendment Deed Obligors" means each of the Borrower, the PropCo, and the persons listed in Part I of Schedule 1 (*The Obligors*) to the Amendment Deed.

"Arranger" means The Royal Bank of Scotland plc.

"Assignment of Rents" means an assignment of rental income, governed by Scots law, granted by the Borrower in favour of the Security Trustee.

"Cure Property" has the meaning given in Clause 21.8(a)(iii) (*Cure Rights - LTVR*) of the Facility Agreement.

"Debenture" means each fixed and floating charge debenture entered or to be entered into by an Obligor and/or TopCo in favour of the Security Trustee in the agreed form.

"English Property" means a Property situated in England or Wales.

"Facility" means each of the Tranche A1 Facility, the Tranche A2 Facility, the Tranche B Facility or the Tranche C Facility.

"Facility Agreement" means the PropCo facility agreement dated 13 July 2006 as amended and restated on or about 30 October 2006 made between, among others, the Borrower, the persons listed therein as Original Guarantors and Original Lenders and The Royal Bank of Scotland plc as Arranger, the Tranche A1 Agent, the Tranche A2 Agent, Tranche B Agent, Tranche C Agent and the Security Trustee, each as defined in such agreement as amended, varied, novated or supplemented from time to time.

"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between the Arranger and/or an Agent and/or the Security Trustee and the Borrower setting out any of the fees referred to in Clause 11 (*Fees*) of the Facility Agreement.

"Finance Document" means each of:

- (a) the Facility Agreement;
- (b) each Security Document;
- (c) the Trust Agreement;
- (d) each Subordination Agreement;
- (e) each Transfer Certificate;
- (f) each Fee Letter;
- (g) each Hedge Document;
- (h) the Tax and Costs Facility Deed;
- (i) the TopCo Priority Letter;
- (j) each Utilisation Request;
- (k) each Substitution Agreement;
- (l) the Intercreditor Deed;
- (m) the MRA Priority Agreement;
- (n) each Margin Letter;
- (o) the Tax Deed of Covenant;
- (p) each Accession Letter; and
- (q) any document designated as such by the Instructing Agent and the Borrower.

"Finance Party" means each Agent, the Arranger, the Security Trustee, each Hedge Counterparty and the Lenders.

"First Amendment Date" means 30 October 2006.

"Grove" means Grove Limited (incorporated in Jersey and registered under company number 74757).

"Grove Tax Deed Charge" means the Jersey law security interest agreement to be dated on or about the date of the Facility Agreement by which Grove grants security to the Borrower over its Shares in TopCo in respect of its obligations under the Tax Deed of Covenant.

"Guarantors" means Bluehood Limited and Barchester Holdco Limited.

"Head Lease" means any Lease by virtue of which an Obligor holds an interest in a Property.

"Hedge Counterparty" means the Original Tranche A1 Hedge Counterparty, the Original Tranche A2 Counterparty, the Original Tranche B Hedge Counterparty the Original Tranche C Hedge Counterparty, the Original LPI Hedge Counterparty and any person appointed as a Hedge Counterparty pursuant to Clause 25.6 (*New Hedge Counterparties*) of the Facility Agreement.

"Hedge Document" means a Tranche A1 Hedge Document, a Tranche A2 Hedge Document, a Tranche B Hedge Document, a Tranche C Hedge Document or an LPI Hedge Document.

"Hedge Transaction" means a Tranche A1 Hedge Transaction, a Tranche A2 Hedge Transaction, a Tranche B Hedge Transaction, a Tranche C Hedge Transaction or an LPI Hedge Transaction.

"Initial Property" means each Property listed in Schedule 7 (*Initial Properties*) of the Facility Agreement and as more particularly defined in the Security Documents.

"Instructing Agent" means the Tranche A1 Agent until the Tranche A1 Discharge Date, the Tranche A2 Agent until the Tranche A2 Discharge Date, the Tranche B Agent until the Tranche B Discharge Date and thereafter the Tranche C Agent.

"Intercreditor Deed" means the intercreditor deed relating to the Loans dated 13 July 2006 (as amended on the First Amendment Date) and made between, amongst others, the Borrower, the Original Lenders, the Original Tranche A1 Hedge Counterparty, the Original Tranche A2 Hedge Counterparty, the Original Tranche B Hedge Counterparty, the Original Tranche C Hedge Counterparty, each Agent and the Security Trustee.

"Jersey Property" means a Property situated in Jersey.

"Jersey Security Document" means:

- (a) the Grove Tax Deed Charge; and
- (b) the sole judicial hypothec (as defined by the law of Jersey) over that part of the property "Lakeside", La Rue de la Commune, St Peter, Jersey, comprising a care home and access road and a sole judicial hypothec (as defined by the law of Jersey) over the contract-lease of the said part of the property by Lakeside Residential Home Limited to the OpCo Tenant in respect of the Jersey Property.

"Junior Creditor" means each of the Original Junior Creditors and any company which at any time becomes a New Junior Creditor in accordance with Clause 9.2 (*New Junior Parties*) of the Subordination Agreement.

"Junior Liabilities" means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Obligors or by some other person) of each Obligor to the Junior Creditors (or any of them) including (without limitation) any obligations arising under any express or implied indemnity or right of contribution arising by reason of any Junior Creditor being a party to any OpCo Lease, the Tax Deed of Covenant or the Tax and Costs Facility Deed.

"Junior Party" means each of the Obligors and the Junior Creditors.

"Lease" means any present or future lease, underlease, sub-lease, licence, tenancy or right to occupy all or any part of a Property and any agreement for the grant of any of the foregoing.

"Legal Charge" means each legal charge entered or to be entered into by an Obligor over an English Property in favour of the Security Trustee in the agreed form.

"Lender" means:

- (a) any Original Lender; and
- (b) any person which has become a Party as a Lender in accordance with Clause 25 (*Changes to Finance Parties*) of the Facility Agreement,

which, in each case, has not ceased to be a Party in accordance with the terms of the Facility Agreement.

"LPI Hedge Document" means any document evidencing an LPI Hedge Transaction.

"LPI Hedge Transaction" means the indexation hedging transaction pursuant to which the Original LPI Hedge Counterparty pays fixed amounts and the Borrower pays floating amounts determined by reference to changes in the retail price index.

"Loan" means a Tranche A1 Loan, an AEF Loan, a Property Protection Loan, a Tranche A2 Loan, a Tranche B Loan or a Tranche C Loan.

"Maintenance Reserve Account" means each maintenance reserve account maintained by the OpCo Tenant pursuant to the terms of the OpCo Leases.

"Maintenance Reserve Account Charge" means each charge, mortgage or other security in respect of a Maintenance Reserve Account held by the Borrower pursuant to the terms of the OpCo Leases.

"Margin Letter" means each margin letter dated on or about the date of the Facility Agreement and made between the Borrower and the Arranger.

"MRA Priority Agreement" means a priority agreement in agreed form pursuant to which any Tenant Mortgagee (as such term is defined in each OpCo Lease) agrees with the Borrower and the Security Trustee that any security held by the Tenant Mortgagee in respect of the Maintenance Reserve Account ranks in priority behind the relevant Maintenance Reserve Account Charge and any security held by the Security Trustee in respect of the Borrower's interest and rights in the Maintenance Reserve Account Charge, and that the Tenant Mortgagee will not enforce its security in respect of the Maintenance Reserve Account without the consent of the Borrower and the Security Trustee.

"New Junior Creditor" means an affiliate of a Junior Party which at any time becomes a party to the Subordination Agreement in accordance with Clause 9.2 (*New Junior Parties*) of the Subordination Agreement.

"New Lender" has the meaning given to it by Clause 25.1 (*Assignment and transfers by the Lenders*) of the Facility Agreement.

***Obligor"** means each of the Borrower and the Guarantors.

"OpCo" means Barchester Healthcare Homes Limited (registered number 2849519).

"OpCo Facility Agreement" means the facility agreement dated 13 July 2006 between the Royal Bank of Scotland plc as arranger, agent, security trustee and original lender, OpCo as borrower and certain of its subsidiaries as guarantors.

"OpCo Group" means TopCo and its subsidiaries from time to time, other than the Obligors, Barchester Devco Limited (incorporated and registered in England and Wales number 05844015) and Barchester CCU Opco Limited (incorporated and registered in England and Wales number 05844006).

"OpCo Guarantor" means:

- (a) each OpCo Lease Guarantor; and
- (b) any person guaranteeing the obligations of any member of the OpCo Group under the Tax and Costs Facility Deed, but excluding any person who ceases to be such guarantor in accordance with the terms of the applicable Transaction Documents.

"OpCo Lease" means each of:

- (a) the lease of the English Properties to be entered into between the Borrower and Barchester Healthcare Homes Limited and Barchester Nominee (No. 1) Limited on or before the Utilisation Date;
- (b) the lease of the Scottish Properties to be entered into between the Borrower and Barchester Healthcare Homes Limited and Barchester Nominee (No. 1) Limited on or before the Utilisation Date; and
- (c) the lease of the Jersey Property to be entered into between the Borrower and Barchester Healthcare Homes Limited and Barchester Nominee (No. 1) Limited on or before the Utilisation Date,

and any supplemental lease granted pursuant to the terms of any Substitution Agreement, each in agreed form.

"OpCo Lease Guarantor" means any person that acts as guarantor or surety for the obligations of an OpCo Tenant but excluding any person who ceases to be such guarantor in accordance with the terms of the applicable OpCo Lease.

"OpCo Tenant" means each tenant under an OpCo Lease.

"Original Guarantors" means Barchester Holdco Limited and Bluehood Limited.

"Original Junior Creditors" means Manor House Nursing Home (Stamford Bridge) Limited, Murchison Associates Limited, Brookmoon (Healthcare) Limited, Adlington Manor Limited, Davill Healthcare Limited, Avalon (Guernsey) Limited, Avalon Nursing Homes Limited, Living With Care Limited, Esprit Fort Limited, Yorkshire Care Group Limited, Kent & Son (Homes) Limited, The Wheatlands Limited, GLCC Limited, Lakeside Residential Home Limited, Lakeside Residential Home (2002) Limited, Milford House Nursing Home Limited, Community Care Limited, Community Clean Limited, Westergate Care Limited, Barchester Holdco (Jersey) Limited, Barchester Healthcare Homes Limited, Barchester Healthcare Limited and Barchester Nominee (No.1) Limited.

"Original Lenders" means The Royal Bank of Scotland plc.

"Original LP1 Hedge Counterparty" means The Royal Bank of Scotland plc.

"Original Subordination Agreement" means the deed of subordination dated 13 July 2006 and made between, amongst others, the Borrower, the Amendment Deed Obligors and members of the OpCo Group as subordinated creditors and the Security Trustee.

"Original Tranche A1 Hedge Counterparty" means The Royal Bank of Scotland plc.

"Original Tranche A2 Hedge Counterparty" means The Royal Bank of Scotland plc.

"Original Tranche B Hedge Counterparty" means The Royal Bank of Scotland plc.

"Original Tranche C Hedge Counterparty" means The Royal Bank of Scotland plc.

"Party" means a party to the Facility Agreement or to any other Finance Document.

"Property" means:

- (a) each Initial Property;
- (b) any Replacement Property; and
- (c) any Cure Property,

but any such property shall cease to be included in this definition if that property is irrevocably released from the Security constituted under the Finance Documents.

"Property Protection Loans" has the meaning given to it in Clause 2.3 (*Property Protection Loans*) of the Facility Agreement.

"PropCo HoldCo" means Barchester Holdco Limited (registered under company number 05843985).

"PropCo HoldCo Tax Deed Charge" means a second ranking English law share charge over all the shares of the Borrower granted by PropCo Holdco in favour of the Borrower in agreed form.

"Replacement Property" means a property which is substituted for a Substituted Property in accordance with the terms of the Substitution Agreement, and thereby becomes a Property for the purposes of the Facility Agreement.

"S&LB Documents" means:

- (a) each sale agreement for sale and lease relating to the transfer of Initial Properties (and related furniture, fittings and equipment) to the Borrower and the grant of each OpCo Lease, in agreed form (each a **"Property Sale Agreement"**);
- (b) each transfer of a Property (and related fixtures, fittings and equipment) made pursuant to such a sale agreement;
- (c) each OpCo Lease; and
- (d) each Maintenance Reserve Account Charge.

"Scottish Floating Charge" means each floating charge, governed by Scots law, granted by the Borrower in favour of the Security Trustee in the agreed form.

"Scottish Property" means a Property situated in Scotland.

"Scottish Security Document" means each Scottish Floating Charge and each Standard Security and each Assignment of Rents in the agreed form in relation to Property situated in Scotland.

"Securitisation" means any securitisation or transaction of broadly equivalent economic effect relating to, or made by reference to, the whole or any part of any Loan (whether with or without other loans) and **"Securitized"** and similar expressions shall be construed accordingly.

"Securitisation Floating Charge Debenture" means the floating charge debenture in the agreed form to be entered into by each Obligor and TopCo in favour of the Security Trustee at the time of any Securitisation.

"Security" means a mortgage, standard security, charge (fixed or floating), pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement entered into to create or confer security over any asset.

"Security Document" means:

- (a) each Debenture;
- (b) any Legal Charge;
- (c) each Scottish Security Document;
- (d) each Jersey Security Document;
- (e) each Shares Charge;
- (f) the TopCo Tax Deed Charge;
- (g) the PropCo HoldCo Tax Deed Charge;
- (h) any Securitisation Floating Charge Debenture;
- (i) any other document evidencing or creating Security to secure any Secured Obligation; and
- (j) any other document designated as such by the Security Trustee and an Obligor.

"Senior Liabilities" means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by an Obligor or by some other person) of each Obligor to the Finance Parties (or any of them) under each of the Finance Documents.

"Share" means any stock, share, debenture or other security.

"Shares Charge" means a first ranking English law charge over all of the issued shares in PropCo HoldCo granted by TopCo in favour of the Security Trustee in agreed form.

"Standard Security" means each standard security, governed by Scots law, granted by the Borrower in favour of the Security Trustee in the agreed form in relation to Property situated in Scotland.

"Subordination Agreement" means each of the Original Subordination Agreement and the Amended Subordination Agreement.

"Subordination Period" means the period beginning on the date of the Original Subordination Agreement and ending on the date on which the Security Trustee is satisfied that the Senior Liabilities have irrevocably been paid or discharged in full.

"Substituted Property" means a property which is substituted by a Replacement Property in accordance with the terms of the Substitution Agreement, and thereby ceases to be a Property for the purposes of the Facility Agreement.

"Substitution Agreement" means:

- (a) the substitution agreement in the agreed form relating to the substitution of English Properties; and
- (b) the substitution agreement in the agreed form relating to the substitution of Scottish Properties,

both to be entered into on or before the Utilisation Date between, amongst others, the Borrower and the Security Trustee.

"Tax and Costs Facility Deed" means the tax and costs facility deed entered or to be entered into between, amongst others, the Obligors, each OpCo Guarantor and the Security Trustee.

"Tax Deed of Covenant" means the tax deed of covenant entered or to be entered into between, amongst others, the Borrower, PropCo HoldCo, TopCo and Grove.

"TopCo" means Barchester Holdco (Jersey) Limited a company incorporated in Jersey with incorporation number 93880.

"TopCo Priority Letter" means the priority letter to be entered into between, amongst others, the Finance Parties and the OpCo Finance Parties (as defined in the OpCo Facility Agreement) regarding the priority of Security over the assets of TopCo.

"TopCo Tax Deed Charge" means a second ranking English law share charge over all the issued shares in PropCo HoldCo granted by TopCo in favour of the Borrower in agreed form.

"Tranche A1 Agent" means The Royal Bank of Scotland plc.

"Tranche A1 Commitment" means:

- (a) in relation to a Lender, the amount in Sterling set opposite its name under the heading "Tranche A1 Commitment" in Part I of Schedule 1 (*Original Parties*)

of the Facility Agreement and the amount of any other Tranche A1 Commitment transferred to it under the Facility Agreement; and

- (b) in relation to any New Lender, the amount in Sterling of any Tranche A1 Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced, increased or transferred under the Facility Agreement.

"Tranche A1 Discharge Date" means the date on which all Tranche A1 Loans and other amounts owing to the Tranche A1 Lenders under the Finance Documents have been unconditionally and irrevocably repaid and paid and the aggregate Tranche A1 Commitments equal zero.

"Tranche A1 Facility" means the term loan facility made available to the Borrower pursuant to Clause 2.1 (a) (*The Facilities*) of the Facility Agreement.

"Tranche A1 Hedge Counterparty" means the Original Tranche A1 Hedge Counterparty and any person appointed as a Hedge Counterparty pursuant to Clause 25.6 (*New Hedge Counterparties*) of the Facility Agreement in connection with, or otherwise relating to, the Tranche A1 Loans.

"Tranche A1 Hedge Documents" means any document recording or evidencing the terms of any Tranche A1 Hedge Transaction, including:

- (a) an ISDA Master Agreement, schedule and credit support annex made between the Tranche A1 Hedge Counterparty and the Borrower; and
- (b) each confirmation pursuant to that Master Agreement relating to a Tranche A1 Hedge Transaction.

"Tranche A1 Hedge Transaction" means any swap, cap, floor, collar, option or other transaction (or any combination) entered into by the Borrower and a Tranche A1 Hedge Counterparty in connection with the Tranche A1 Facility.

"Tranche A1 Lender" means a Lender which has a Tranche A1 Commitment.

"Tranche A1 Loan" means the loan made or to be made under the Tranche A1 Facility or the principal amount outstanding for the time being of that loan.

"Tranche A2 Agent" means The Royal Bank of Scotland plc.

"Tranche A2 Commitment" means:

- (a) in relation to a Lender, the amount in Sterling set opposite its name under the heading **"Tranche A2 Commitment"** in Part I of Schedule 1 (*Original Parties*) of the Facility Agreement and the amount of any other Tranche A2 Commitment transferred to it under the Facility Agreement; and

- (b) in relation to any New Lender, the amount in Sterling of any Tranche A2 Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced, increased or transferred under the Facility Agreement.

"Tranche A2 Discharge Date" means the date on which all Tranche A2 Loans and other amounts owing to the Tranche A2 Lenders under the Finance Documents have been unconditionally and irrevocably repaid and paid and the aggregate Tranche A2 Commitments equal zero.

"Tranche A2 Facility" means the term loan facility made available to the Borrower pursuant to Clause 2.1(b) (*The Facilities*) of the Facility Agreement.

"Tranche A2 Hedge Counterparty" means the Original Tranche A2 Hedge Counterparty and any person appointed as a Hedge Counterparty pursuant to Clause 25.6 (*New Hedge Counterparties*) of the Facility Agreement in connection with, or otherwise relating to, the Tranche A2 Loans.

"Tranche A2 Hedge Documents" means any document recording or evidencing the terms of any Tranche A2 Hedge Transaction, including:

- (a) an ISDA Master Agreement, schedule made between the Tranche A2 Hedge Counterparty and the Borrower; and
- (b) each confirmation made pursuant to that Master Agreement relating to a Tranche A2 Hedge Transaction.

"Tranche A2 Hedge Transaction" means any swap, cap, floor, collar, option or other transaction (or any combination) entered into by the Borrower and a Tranche A2 Hedge Counterparty in connection with the Tranche A2 Facility.

"Tranche A2 Lender" means a Lender which has a Tranche A2 Commitment.

"Tranche A2 Loan" means the loan made or to be made under the Tranche A2 Facility or the principal amount outstanding for the time being of that loan.

"Tranche B Agent" means The Royal Bank of Scotland plc.

"Tranche B Commitment" means:

- (a) in relation to a Lender, the amount in Sterling set opposite its name under the heading "Tranche B Commitment" in Part I of Schedule 1 (*Original Parties*) of the Facility Agreement and the amount of any other Tranche B Commitment transferred to it under the Facility Agreement; and
- (b) in relation to any New Lender, the amount in Sterling of any Tranche B Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced, increased or transferred under the Facility Agreement.

"Tranche B Discharge Date" means the date on which all Tranche B Loans and other amounts owing to the Tranche B Lenders under the Finance Documents have been unconditionally and irrevocably repaid and paid and the aggregate Tranche B Commitments equal zero.

"Tranche B Facility" means the term loan facility made available under Clause 2.1(c) (*The Facilities*) of the Facility Agreement.

"Tranche B Hedge Counterparty" means the Original Tranche B Hedge Counterparty and any person appointed as a Hedge Counterparty pursuant to Clause 25.6 (*New Hedge Counterparties*) of the Facility Agreement any counterparty to any Hedge Document entered into by the Borrower in connection with, or otherwise relating to, the Tranche B Loans.

"Tranche B Hedge Documents" means any document recording or evidencing the terms of any Tranche B Hedge Transaction, including:

- (a) an ISDA Master Agreement and schedule made between the Tranche B Hedge Counterparty and the Borrower; and
- (b) each confirmation made pursuant to that Master Agreement relating to a Tranche B Hedge Transaction.

"Tranche B Hedge Transaction" means any swap, cap, floor, collar, option or other transaction (or any combination) entered into by the Borrower and a Tranche B Hedge Counterparty in connection with the Tranche B Facility.

"Tranche B Lender" a Lender which has a Tranche B Commitment.

"Tranche B Loan" the loan made or to be made under the Tranche B Facility or the principal amount outstanding for the time being of that loan.

"Tranche C Agent" means The Royal Bank of Scotland plc.

"Tranche C Commitment" means:

- (a) in relation to a Lender, the amount in Sterling set opposite its name under the heading **"Tranche C Commitment"** in Part I of Schedule 1 (*Original Parties*) of the Facility Agreement and the amount of any other Tranche C Commitment transferred to it under the Facility Agreement; and
- (b) in relation to any New Lender, the amount in Sterling of any Tranche C Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred under the Facility Agreement.

"Tranche C Facility" means the term loan facility made available under Clause 2.1(d) (*The Facilities*) of the Facility Agreement.

"Tranche C Hedge Counterparty" means the Original Tranche C Hedge Counterparty and any person appointed as a Hedge Counterparty pursuant to Clause 25.6 (*New Hedge Counterparties*) of the Facility Agreement any counterparty to any Hedge Document entered into by the Borrower in connection with, or otherwise relating to, the Tranche C Loans.

"Tranche C Hedge Documents" means any document recording or evidencing the terms of any Tranche C Hedge Transaction including:

- (a) an ISDA Master Agreement and schedule made between the Tranche C Hedge Counterparty and the Borrower; and
- (b) each confirmation made pursuant to that Master Agreement relating to a Tranche C Hedge Transaction.

"Tranche C Hedge Transaction" means any swap, cap, floor, collar, option or other transaction (or any combination) entered into by the Borrower and a Tranche C Hedge Counterparty in connection with the Tranche C Facility.

"Tranche C Lender" means a Lender which has a Tranche C Commitment.

"Tranche C Loan" means the loan made or to be made under the Tranche C Facility or the principal amount outstanding for the time being of that loan.

"Transaction Document" means:

- (a) each Finance Document;
- (b) each S&LB Document;
- (c) each Head Lease; and
- (d) any other document designated as such by the Security Trustee and the Borrower.

"Transfer Certificate" means a certificate substantially in the form set out in Schedule 5 (*Form of Transfer Certificate*) of the Facility Agreement or any other form agreed between the Instructing Agent and the Borrower.

"Trust Agreement" means the trust agreement entered or to be entered into, between, amongst others, the Borrower, the Security Trustee, each Agent and each Original Lender.

"Utilisation" means a utilisation of a Facility.

"Utilisation Date" means the date of a Utilisation, being the date on which a Loan is to be made.

"Utilisation Request" means a notice substantially in the form set out in Schedule 3 (*Utilisation Request*) of the Facility Agreement.

1.1 Terms defined elsewhere

Terms not expressly defined in this Form 395 have the meanings given to those terms in the Facility Agreement.

**SCHEDULE TO FORM 395 DATED 8 NOVEMBER 2006
FOR WESTMINSTER BEAUMONT (PETERBOROUGH) LIMITED (A COMPANY REGISTERED IN
ENGLAND AND WALES WITH COMPANY NUMBER 3752528)**

Schedule 3: Short Particulars of all Property Mortgaged or Charged

2. SECURITY

1.1 Turnover

The Company as a Junior Creditor under the Amended Subordination Agreement has undertaken to the Security Trustee that if:

1.1.1 any Obligor makes any payment in cash or in kind on account of, or for the purchase or other acquisition of, all or any part of the Junior Liabilities; or

1.1.2 any Junior Creditor receives all or any amount in cash or in kind of the Junior Liabilities:

(a) by way of payment, repayment, prepayment, set-off or in any other manner; or

(b) on account of the enforcement of any Security or payment under any guarantee for any of the Junior Liabilities,

in each case, in contravention of Clause 2 (*Subordination*) or 4 (*Undertakings*) of the Amended Subordination Agreement, the Junior Creditor concerned shall:

(i) (if the Junior Creditor concerned actually receives the amount discharged or purported to be discharged) hold the same upon trust for the Security Trustee for application in or towards payment of all the Senior Liabilities and will promptly pay the same to the Security Trustee;

(ii) (if any Junior Creditor does not, for any reason, actually receive the amount discharged or purported to be discharged) promptly pay an amount equal to that discharged or purported to be discharged to the Security Trustee for application in or towards payment of all the Senior Liabilities.

1.2 Insolvency turnover

The Company as a Junior Creditor under the Amended Subordination Agreement has undertaken to the Security Trustee that, in the event of payment being made to, or Security being held by, or the benefit of any right of set-off or counterclaim being exercised by, any Junior Creditor in breach of Clause 6 (*Insolvency*) of the Amended Subordination Agreement or any payment or distribution being made to any Junior

Creditor by any liquidator or other person other than to the Finance Parties, the Junior Creditor concerned shall:

- 1.2.1 (if the Junior Creditor concerned actually receives the amount discharged or purported to be discharged) hold the same upon trust for the Security Trustee for application in or towards payment of all the Senior Liabilities and will promptly pay the same to the Security Trustee; and
- 1.2.2 (if any Junior Creditor does not, for any reason, actually receive the amount discharged or purported to be discharged) promptly pay an amount equal to that discharged or purported to be discharged to the Security Trustee for application in or towards payment of all the Senior Liabilities.

2. ADDITIONAL INFORMATION

2.1 The Company as a Junior Creditor under the Amended Subordination Agreement has undertaken to the Security Trustee:

- (a) that, except as provided in the Amended Subordination Agreement, the rights of the Company in respect of the Junior Liabilities are subordinated to the Senior Liabilities and accordingly payment and receipt of any amount of the Junior Liabilities (other than any Permitted Payments as defined in the Amended Subordination Agreement) is not permitted until the end of the Subordination Period; and
- (b) not, without the prior written consent of the Security Trustee, to:
 - (i) except for Permitted Payments as defined in the Amended Subordination Agreement, receive any payment (whether in respect of principal, interest or otherwise) made by any Obligor of all or any of the Junior Liabilities (whether by way of cash, loan or otherwise);
 - (ii) assign, transfer or otherwise dispose of, or make demand for or accept Security in respect of, all or any of the Junior Liabilities or all or any rights which it may have against any Obligor in respect of all or any part of the Junior Liabilities;
 - (iii) take, or permit to be taken, any action or step to commence or continue any proceedings against any Obligor, or save in respect of requesting and receiving Permitted Payments as defined in the Amended Subordination Agreement take any action in respect of, all or any of the Junior Liabilities (including, without limitation, the exercise of any right of set-off, counterclaim or lien);
 - (iv) take, or permit to be taken, any action or step with a view to the winding-up, receivership or administration of any Obligor; or

- (v) take or omit to take any action or step whereby the subordination of all or any of the Junior Liabilities might be terminated, impaired or adversely affected.

2.2 The Amendment Deed and Amended Subordination Agreement contain a covenant for further assurance.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03752528

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN AMENDMENT DEED DATED THE 27th OCTOBER 2006 AND CREATED BY WESTMINSTER BEAUMONT (PETERBOROUGH) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO THE FINANCE PARTIES OR ANY OF THEM 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 8th NOVEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th NOVEMBER 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

HC
Jan.