

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.



395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

211111

4870157

Name of company

* European Wellcare Limited (the "Owner")

Date of creation of the charge

11 November 2004

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

Legal Charge made between the Chargor (1), European Care Limited (2), Vendors Plus Limited (3), Wellcare Community Support Services Limited (4) and the Bank (5) (the "Legal Charge")

Amount secured by the mortgage or charge

Please see attached schedule 1.

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

The Governor and Company of the Bank of Scotland
155 Bishopsgate
London
(the "Bank")

Postcode EC2M 3YB

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

TaylorWessing
Carmelite, 50 Victoria
Embankment, Blackfriars,
London, EC4Y 0DX

Ref: SWL/JME

Time critical reference

BOS-25-19/EuroWellCharge

For official Use
Mortgage Section

Post room

PMO
COMPANIES HOUSE

PHJTR009

0771

20/11/04

Short particulars of all the property mortgaged or charged

Please see attached schedule 2.

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

Taylor Wessing

Date

19-11-04

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

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† 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 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 CF14 3UZ

SCHEDULE 1

Amount secured by mortgage or charge

The Debt

SCHEDULE 2

Short particulars of property mortgaged or charged

The Owner with full title guarantee charged as security for the Debt:

- (a) by way of legal mortgage the Property;
- (b) by way of fixed charge all buildings and other structures on, and items fixed to, the Property;
- (c) by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;
- (d) by way of fixed charge all plant, machinery and other items affixed to and forming part of the Property on or at any time after the date of the Legal Charge;
- (e) by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Owner relating to them to hold to the Bank absolutely subject to redemption upon repayment of the Debt;
- (f) by way of fixed charge the proceeds of any claim made under any insurance policy relating to any of the property charged under the Legal Charge; and
- (g) by way of a floating charge all unattached plant, machinery, chattels and goods at the date of the Legal Charge or at any time thereafter on or in or used in connection with the Property or the business or undertaking conducted at the Property.

NOTE

The Legal Charge contains, inter alia, the following provisions:

1. The Owner agrees with the Bank as follows:
 - (a) not to create or attempt to create or allow to be created or to exist (whether by a specific agreement imposed by rule of law or Act of Parliament) any charge or lien of any kind over the Property without the prior written consent of the Bank;
 - (b) not to sell, transfer, lease or otherwise dispose of all or any part of the Property, or agree to do so, whether at law or in equity, without the prior written consent of the Bank;
 - (c) not, without the prior written consent of the Bank, to make any structural alteration to any buildings or other erections on the Property or to apply for any planning consent for the development or change of use of the Property, or to

do or allow or omit to be done anything which might adversely affect the value of the Property;

Definitions

In the above schedules:

"Borrower" means Esquire Realty (I) Limited, a company incorporated in Guernsey with company number 42324.

"Conditions" means the Bank's Commercial Charge Conditions (2003 Edition).

"Debt" means all sums of money owed and all liabilities or obligations to be carried out to the Bank at any time and from time to time by the Debtor whether:

- (a) they arise before or after the Bank has demanded that they are repaid or carried out;
- (b) they are owed or to be carried out immediately or only after a stated event has occurred;
- (c) the Debtor owes or is to carry them out on his own or jointly with any other persons;
- (d) the Debtor owes or is to carry them out on his own account or as guarantor for other persons; together with Interest upon them and Expenses relating to them.

"Debtor" means any and every person (including the Owner) who has agreed to repay a Debt to the Bank.

"Expense" or "Expenses" mean the total of the following:

- (a) any commission and other charges which the Bank may from time to time charge to the Borrower in the ordinary course of the Bank's business in respect of the Debt or any service provided by the Bank to the Borrower;
- (b) any costs, charges, premiums, fees and expenses incurred from time to time by the Bank or the Receiver under the Conditions and which are either repayable by the Borrower under the Conditions or are incurred in the exercise by the Bank or the Receiver of their powers under the Conditions;
- (c) any costs, charges and expenses incurred by the Bank or the Receiver in connection with the Bank or the Receiver doing anything to protect the Mortgage or to obtain possession of or sell or deal (in any other way allowed by the Conditions) with the Property;

together with Value Added Tax upon such sums where appropriate.

"Interest" means any sum of money payable to the Bank by way of interest upon the Debt.

"Property" means 28 Welbeck Street, London W1G 8EW as more particularly demised by a lease of even date with the Legal Charge made between Esquire Realty (1) Limited and European Wellcare Limited, European Care Limited, Vendors Plus Limited and Wellcare Community Support Services Limited (2) for a term of 10 years commencing on 26 October 2004 and the other assets charged under clause 3 of the Legal Charge.

"Receiver" means any person (who may be an employee of the Bank) who is appointed by the Bank in writing to be the receiver and manager of all or any part of the Property and also any person who is substituted by the Bank in writing for such person.

"Rental Sums" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Owner pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04870157

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 11th NOVEMBER 2004 AND CREATED BY EUROPEAN WELLCARE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE DEBTOR TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th NOVEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th NOVEMBER 2004.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —