

# M

CHFP025

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legibly, preferably  
in black type, or  
bold block lettering

\* insert full name  
of Company

COMPANIES FORM No. 395

004 00107

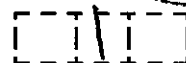
## Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number



2507866

Name of company

\* BUPA Power and Leasing Limited (the "Company")

Date of creation of the charge

17 July 2002

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

A debenture (the "Borrower Debenture") dated 17 July 2002 made by the  
Company in favour of HSBC Trustee (C.I.) Limited as trustee for the  
Borrower Secured Creditors (the "Borrower Security Trustee").

Amount secured by the mortgage or charge

See Schedule 1.  
For defined terms see Schedule 3.

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

HSBC Trustee (C.I.) Limited, 1 Grenville Street, St. Helier, Jersey JE4  
9PF, as Borrower Security Trustee, which expression includes, where the  
context admits, all persons for the time being the Borrower Security  
Trustee or Borrower Security Trustees of the Borrower Debenture.

Postcode

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

Com. Hse. Lon. Counter  
Clifford Chance LLP  
200 Aldersgate Street  
London  
EC1A 4JJ

London-2/1238074

Time critical reference

LMT/SJXR/R0021/03372/SMC

For official Use  
Mortgage Section

Post room



LD2  
COMPANIES HOUSE

1057  
31/07/02

See Schedule 2.

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legibly, preferably  
in black type, or  
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lettering

Particulars as to commission allowance or discount (note 3)

None

Signed Clifford Chance LLP

Date 31 July 2002

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

A fee of £10 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 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

**SCHEDULE 1**  
**AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

The aggregate of all obligations, moneys and liabilities (including the unpaid balance of every sum (of principal, interest or otherwise), any liability in respect of any Additional Term Advances and Subordinated Advances, whether present or future, actual or contingent (and whether incurred by an Obligor solely or jointly with one or more Obligors and whether as principal or as surety or in some other capacity) and under or in respect of any guarantees) *which from time to time are or may become due, owing or payable by the Company to the Borrower Security Trustee (whether for its own account or as trustee for the Borrower Secured Creditors) or any of the other Borrower Secured Creditors under any Borrower Transaction Document and any Subordinated Loan Agreement, (the "Obligor Secured Liabilities").*

**SCHEDULE 2**  
**SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

**ASSIGNMENTS, FIXED AND FLOATING CHARGES**

In the Borrower Debenture the Company:

- (a) charged with full title guarantee (or in the case of assets situated in, or governed by the laws of, Scotland, charged and assigned with absolute warrandice) in favour of the *Borrower Security Trustee (as trustee for the Borrower Secured Creditors)* as continuing security for the payment and discharge of the Obligor Secured Liabilities, by way of first fixed charge (which so far as it relates to the English Real Property specified in Part 1 of Schedule 1 (*Details of Real Property*) of the Borrower Debenture and Part 1 of Schedule 5 (*Details of Real Property*) to this form is a charge by way of legal mortgage save that the charge in respect of the Borrower's interest in the Occupational Subleases is a charge by way of first fixed equitable charge unless and until such Occupational Subleases are registered at H.M. Land Registry) all right, title and interest of the Company from time to time in and to each of the following assets:
  - (i) the English Real Property other than any property assigned pursuant to Clause 3.2 (*Assignments*) of the Borrower Debenture (which is described in (b) below);
  - (ii) the Tangible Moveable Property;
  - (iii) the Obligor Accounts (excluding the Lease Deposit Accounts);
  - (iv) the Intellectual Property, except that full title guarantee (or, as applicable, absolute warrandice) shall not apply to Intellectual Property;
  - (v) any goodwill and rights in relation to the uncalled capital of the Company;
  - (vi) the Investments;
  - (vii) the Shares, all dividends, interest and other monies payable in respect of the Shares (including rights of redemption, any bonus, or any rights arising under any preference, option, substitution or conversion relating to the Shares);
  - (viii) any interest in the Notes held by the Company;
  - (ix) all Monetary Claims other than any claims in respect of the Lease Deposit Accounts and claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Borrower Debenture and all Related Rights;
  - (x) the Occupational Subleases; and
  - (xi) any interest in the Deed of Assignment held by the Company;

- (b) assigned with full title guarantee (or, in the case of assets situated in, or governed by the laws of, Scotland, with absolute warrandice) to the Borrower Security Trustee (as trustee for the Borrower Secured Creditors) as continuing security for the payment and discharge of the Obligor Secured Liabilities all right, title and interest of such Obligor from time to time in and to each of the following assets:
- (i) the Insurance Policies and all Related Rights to which the Company is entitled in connection with any such Insurance Policies;
  - (ii) each of the Obligor Specified Contracts;
  - (iii) any Obligor Account (excluding the Lease Deposit Accounts); and
  - (iv) all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into on or after 17 July 2002 in order to enable the Borrower Security Trustee to perfect its rights thereunder or under the Borrower Debenture) entered into by or given to the Company in respect of the Real Property including all:
    - (1) claims, remedies, awards or judgments paid or payable to the Company (including all liquidated and ascertained damages payable to the Company in respect of the items referred to); and
    - (2) guarantees, warranties, bonds and representations given or made by, and any rights or remedies against any designer, builder, contractor, professional adviser, sub-contractor, manufacturer, supplier or installer of any fixture, fitting, fixed plant or machinery,in each case, relating to all or any part of the Real Property;
- (c) undertook and bound and obliged itself as continuing security for the payment and discharge of the Obligor Secured Liabilities to execute and deliver to the Borrower Security Trustee (as trustee for the Borrower Secured Creditors) immediately following its execution of the Borrower Debenture a Standard Security over the Scottish Real Property belonging to it as at 17 July 2002 and specified in Part 3 of Schedule 1 (*Details of Real Property*) of the Borrower Debenture and Part 2 of Schedule 5 (*Details of Real Property*) to this Form 395;
- (d) charged with full title guarantee (or in relation to assets situated in, or governed by the laws of, Scotland with absolute warrandice) in favour of the Borrower Security Trustee (as trustee for the Borrower Secured Creditors) as continuing security for the payment and discharge of the Obligor Secured Liabilities at any time owed or due by way of first floating charge the whole of the undertaking and assets of the Company, present and future, other than any assets validly and effectively charged or assigned (whether at law or in equity) by way of fixed security under the laws of England and Wales, or of the jurisdiction in which that asset is situated or governed in favour of the Borrower Security Trustee as continuing security for the Obligor Secured Liabilities (but

excepting from the foregoing exclusion the whole of the undertaking and assets of the Company situated in or governed by the law of Scotland, all of which are charged by the floating charge created by the Borrower Debenture);

**FURTHER ASSURANCE**

The Debenture contains covenants for further assurance.

**NEGATIVE PLEDGE**

The Debenture contains a negative pledge.

### SCHEDULE 3 DEFINED TERMS

Definitions in this Form 395, unless the context requires otherwise:

**"Actuarial Letter"** means the letter relating to the Pension Scheme from Wolanski & Co dated on or about the Closing Date and addressed to the Borrower, the Borrower Security Trustee and each of the Lead Managers;

**"Additional Obligor"** means any Eligible Obligor which has become an Additional Obligor in accordance with Clause 6 (*Additional Obligors*) of the Issuer/Borrower Facility Agreement;

**"Additional Term Advance"** means a Further Term Advance and/or a New Term Advance under an Additional Term Facility, as the context may require;

**"Additional Term Facility"** means a Further Term Facility and/or a New Term Facility, as the context may require;

**"Agency Agreement"** means the agreement so named between the Issuer, the Principal Paying Agent, the Paying Agents, the Agent Bank and the Note Trustee dated on or about the Closing Date and any other agreement for the time being in force appointing successor paying agents or agent bank;

**"Agent Bank"** means HSBC Bank plc in its capacity as agent bank, acting through its branch at Mariner House, Pepys Street, London EC3N 4DA, or such other entity or entities appointed as agent bank from time to time, subject to and in accordance with the terms of the Agency Agreement;

**"Ancillary Documents"** means the Insurance Report, the Environmental Report, the Valuation Report and Valuations, the Certificates of Title, the Actuarial Letter and the VAT Report;

**"BCSL"** means BUPA Construction Services Limited (registered number 2966483) whose registered office is at BUPA House, 15-19 Bloomsbury Way, London WC1A 2BA;

**"BCSL Share Mortgage"** means the legal mortgage in respect of the Dolphyn Shares dated on or about the Closing Date and made between BCSL and the Borrower Security Trustee and includes, where the context so admits, any further or supplemental charge or security granted pursuant thereto;

**"BHHL (JT) Deposit"** means the cash proceeds designated as such of the IP/Borrower Loan deposited by the Borrower Cash Manager into the Lease Deposit Account pursuant to the BHHL (JT) Deposit Agreement and charged in favour of the JT Lender pursuant to the BHHL (JT) Deposit Charge;

**"BHHL (JT) Deposit Agreement"** means the deposit agreement in respect of the BHHL (JT) Deposit dated on or about the Closing Date and made between, among other persons, the Intermediate Parent and the Deposit Bank;

**"BHHL (JT) Deposit Charge"** means the deed of charge dated on or about the Closing Date relating to the BHHL (JT) Deposit and made between the Intermediate Parent and the JT Lender;

**"BHHL (LP) Deposit"** means the cash proceeds designated as such of the IP/Borrower Loan deposited by the Borrower Cash Manager into the Lease Deposit Account pursuant to the BHHL (LP) Deposit Agreement and charged in favour of the LP Bond Trustee pursuant to the BHHL (LP) Deposit Charge;

**"BHHL (LP) Deposit Agreement"** means the deposit agreement in respect of the BHHL (LP) Deposit dated on or about the Closing Date and made between, among other persons, the Intermediate Parent and the Deposit Bank;

**"BHHL (LP) Deposit Charge"** means the deed of charge dated on or about the Closing Date relating to the BHHL (LP) Deposit and made between the Intermediate Parent and the LP Bond Trustee;

**"BHL Jersey Account"** means the current account held in the name of the Borrower and maintained by the Jersey Account Bank pursuant to the terms of the Borrower Account Bank and Cash Management Agreement and having account number 46031502 and sort code 60-12-03, or such other account as may be opened, or such other account as may be opened in accordance with Clause 13 (*Maintenance of the Accounts*) of the Borrower Account Bank and Cash Management Agreement at any branch of the Jersey Account Bank or any other bank in Jersey in replacement of such account and, as the context may require, any credit balance from time to time on the BHL Jersey Account and any other account opened or maintained by the Borrower with the Jersey Account Bank or with any other bank in Jersey and all Related Rights;

**"BIL"** means BUPA Investments Limited (registered number 902253) whose registered office is at BUPA House, 15-19 Bloomsbury Way, London WC1A 2BA;

**"BIL Subordinated Loan Agreement"** means the subordinated loan agreement dated on or about the Closing Date and made between BIL and the Borrower;

**"Block Insurance Policy"** means the insurance programme arranged centrally through BUPA and which provides cover for members of the BUPA Group, including the Obligors and Dolphyn;

**"Borrower"** means BUPA Hospitals Limited (registered number 1522532), whose registered office is at BUPA House, 15-19 Bloomsbury Way, London WC1A 2BA;

**"Borrower Account Bank and Cash Management Agreement"** means the account bank and cash management agreement dated on or about the Closing Date and made between the Obligors, Dolphyn, the Borrower Account Banks, the Borrower Cash Manager and the Borrower Security Trustee;

**"Borrower Account Banks"** means the Borrower Operating Account Bank, the Borrower Securitisation Account Bank and the Jersey Account Bank;



**"Borrower Cash Manager"** means BUPA Hospitals (Holdings) Limited in its capacity as cash manager for the Obligors and Dolphyn, whose registered office at BUPA House, 15-19 Bloomsbury Way, London WC1A 2BA, or such other entity or entities appointed as cash manager for the Obligors and Dolphyn from time to time, subject to and in accordance with the terms of the Borrower Account Bank and Cash Management Agreement;

**"Borrower Central Payment Account"** means a central payment account held in the name of the Borrower and maintained by the Borrower Operating Account Bank pursuant to the terms of the Borrower Account Bank and Cash Management Agreement and having account number 16752856 and sort code 60-80-08, or such other account as may be opened in accordance with Clause 13 (*Maintenance of the Accounts*) of the Borrower Account Bank and Cash Management Agreement at any branch of the Borrower Operating Account Bank or at an Eligible Bank in replacement of such account;

**"Borrower Central Receipt Account"** means a central receipt account held in the name of the Borrower and maintained by the Borrower Operating Account Bank pursuant to the terms of the Borrower Account Bank and Cash Management Agreement and having account number 16752864 and sort code 60-80-08, or such other account as may be opened in accordance with Clause 13 (*Maintenance of the Accounts*) of the Borrower Account Bank and Cash Management Agreement at any branch of the Borrower Operating Account Bank or at an Eligible Bank in replacement of such account;

**"Borrower Debenture"** means the debenture dated on or about the Closing Date and made between the Obligors and the Borrower Security Trustee and includes, where the context so admits, any further or supplemental charge or security granted pursuant thereto;

**"Borrower Disposal Proceeds Account"** means a deposit account known as the "Borrower Disposal Proceeds Account" held in the name of the Borrower on trust for the Obligors and maintained by the Borrower Securitisation Account Bank pursuant to the terms of the Borrower Account Bank and Cash Management Agreement and having account number 57320566 and sort code 40-05-15, or such other account as may be opened in accordance with Clause 13 (*Maintenance of the Accounts*) of the Borrower Account Bank and Cash Management Agreement at any branch of the Borrower Securitisation Account Bank or at an Eligible Bank in replacement of such account;

**"Borrower Distribution Reserve Account"** means a reserve account known as the "Borrower Distribution Reserve Account" held in the name of the Borrower and maintained by the Borrower Securitisation Account Bank pursuant to the terms of the Borrower Account Bank and Cash Management Agreement and having account number 57320590 and sort code 40-05-15, or such other account as may be opened in accordance with Clause 13 (*Maintenance of the Accounts*) of the Borrower Account Bank and Cash Management Agreement at any branch of the Borrower Securitisation Account Bank or at an Eligible Bank in replacement of such account;

**"Borrower IPD Payment Account"** means a payment account known as the "Borrower IPD Payment Account" held in the name of the Borrower and maintained by the Borrower Securitisation Account Bank pursuant to the terms of the Borrower Account Bank and Cash

Management Agreement and having account number 57320558 and sort code 40-05-15, or such other account as may be opened in accordance with Clause 13 (*Maintenance of the Accounts*) of the Borrower Account Bank and Cash Management Agreement at any branch of the Borrower Securitisation Account Bank or at an Eligible Bank in replacement of such account;

**"Borrower Operating Account Bank"** means National Westminster Bank Plc, acting through its branch at 135 Bishopsgate, London EC2M 3UR, or such other entity or entities appointed as borrower operating account bank from time to time subject to and in accordance with the terms of the Borrower Account Bank and Cash Management Agreement;

**"Borrower Operating Accounts"** means the Borrower Central Payment Account, the Borrower Central Receipt Account and the Borrower Receipt Accounts;

**"Borrower Receipt Accounts"** means current accounts held in the name of the Borrower and maintained by the Borrower Operating Account Bank pursuant to the terms of the Borrower Account Bank and Cash Management Agreement and having account numbers as set out in Schedule 3 (*Details of Obligor Accounts*) of the Borrower Debenture and also in Schedule 4 (*Details of Obligor Accounts*) to this Form 395, or such other account as may be opened in accordance with Clause 13 (*Maintenance of the Accounts*) of the Borrower Account Bank and Cash Management Agreement at any branch of the Borrower Operating Account Bank or at an Eligible Bank in replacement of such account;

**"Borrower Reserves Account"** means a reserve account known as the "Borrower Reserves Account" held in the name of the Borrower and maintained by the Borrower Securitisation Account Bank pursuant to the terms of the Borrower Account Bank and Cash Management Agreement and having account number 57320609 and sort code 40-05-15, or such other account as may be opened in accordance with Clause 13 (*Maintenance of the Accounts*) of the Borrower Account Bank and Cash Management Agreement at any branch of the Borrower Securitisation Account Bank or at an Eligible Bank in replacement of such account;

**"Borrower Secured Creditors"** means:

- (e) the Borrower Security Trustee (for itself and for and on behalf of the Borrower Secured Creditors);
- (f) the Issuer;
- (g) the Borrower Cash Manager for so long as it is not a member of the BUPA Group;
- (h) the Borrower Account Banks; and
- (i) any Receiver appointed under the Borrower Debenture, the Dolphyn Debenture or the BCSL Share Mortgage,

and any such other creditor who may be a party to, or accede to, the terms of the Subordination and Intercreditor Deed from time to time in accordance with the terms thereof and is designated as a Borrower Secured Creditor;

**"Borrower Securitisation Account Bank"** means HSBC Bank plc, acting through its office at Mariner House, Pepys Street, London EC3N 4DA, or such other entity or entities appointed as borrower securitisation account bank from time to time, subject to and in accordance with the terms of the Borrower Account Bank and Cash Management Agreement;

**"Borrower Security"** means the Security Interests created by or pursuant to the Borrower Security Documents, including any such interests created on the Closing Date;

**"Borrower Security Documents"** means:

- (j) the Borrower Debenture;
- (k) the Dolphyn Debenture;
- (l) the BCSL Share Mortgage;
- (m) the Standard Securities;
- (n) the Subordination and Intercreditor Deed;
- (o) any power of attorney executed and delivered by the Obligors, Dolphyn or BCSL pursuant to the terms of any Borrower Security Document; and
- (p) any other document or instrument granted in favour of the Borrower Security Trustee (for itself and on behalf of the Borrower Secured Creditors) creating or evidencing the security for all or any part of the Obligor Secured Liabilities or the Dolphyn Secured Liabilities;

**"Borrower Security Trustee"** means HSBC Trustee (C.I.) Limited in its capacity as security trustee for the Borrower Secured Creditors, acting through its principal office at 1 Grenville Street, St. Helier, Jersey, JE4 9PF, or such other entity or entities appointed as security trustee for the Borrower Secured Creditors from time to time, subject to and in accordance with the terms of the Subordination and Intercreditor Deed;

**"Borrower Transaction Documents"** means each or any of:

- (a) the Issuer/Borrower Facility Agreement;
- (b) the Borrower Debenture;
- (c) the Dolphyn Debenture;
- (d) the BCSL Share Mortgage;
- (e) the Standard Securities;
- (f) the Subordination and Intercreditor Deed;
- (g) the BIL Subordinated Loan Agreement;
- (h) the Borrower Account Bank and Cash Management Agreement;

- (i) the Letters of Credit;
- (j) the Tax Deed of Covenant;
- (k) the Shared Services Agreements;
- (l) the Intra-Group Trade Mark Agreement;
- (m) the BRHL Secondment Agreement;
- (n) the Subscription Agreement;
- (o) the Master Definitions and Construction Schedule,

and any other agreement, instrument or deed designated as such by the Borrower and the Borrower Security Trustee;

**"BRHL"** means BUPA Redwood Hospital Limited (registered number 3014160) whose registered office is at BUPA House, 15 - 19 Bloomsbury Way, London WC1A 2BA;

**"BRHL Secondment Agreement"** means the secondment agreement dated on or about the Closing Date and made between the Borrower, BRHL and BUPA under which the Borrower will supply staff to BRHL and BUPA will guarantee the obligations of BRHL thereunder;

**"BUPA"** means The British United Provident Association Limited (registered number 432511) whose registered office is at BUPA House, 15-19 Bloomsbury Way, London WC1A 2BA;

**"BUPA Group"** means BUPA and all the BUPA Group Entities for the time being;

**"BUPA Group Entity"** means any direct or indirect subsidiary of BUPA;

**"BUPA Securitisation Group"** means the Obligors, including any Additional Obligor;

**"Business Day"** means, unless the context otherwise requires, a day (other than a Saturday or Sunday) on which commercial banks settle payments and are open for general business in London;

**"Capex Reserve Account"** means a deposit and reserve account known as the "Capex Reserve Account" and held in the name of the Borrower and maintained by the Borrower Securitisation Account Bank pursuant to the terms of the Borrower Account Bank and Cash Management Agreement and having account number 57320574 and sort code 40-05-15, or such other account as may be opened in accordance with Clause 13 (*Maintenance of the Accounts*) of the Borrower Account Bank and Cash Management Agreement at any branch of the Borrower Securitisation Account Bank or at an Eligible Bank in replacement of such account;

**"Certificates of Title"** means the certificates of title each dated on or about the Closing Date prepared by Slaughter and May and McClure Naismith in relation to the Hospitals and each addressed to the Issuer, the Borrower Security Trustee, the Issuer Security Trustee and each of the Lead Managers;

**"CGT Letter of Credit"** means a letter of credit provided pursuant to the Tax Deed of Covenant in relation to the contingent liability of the BUPA Securitisation Group to corporation tax on chargeable gains as a consequence of certain transfers of property from certain Excluded Group Entities to certain Obligors;

**"Class A1 Definitive Notes"** means any Class A1 Notes issued in definitive bearer form;

**"Class A1 Noteholders"** means the holders of any Class A1 Notes;

**"Class A1 Notes"** means the £80,000,000 Class A1 secured floating rate notes due 2022 of the Issuer constituted in relation to the Trust Deed and includes any Further Class A1 Notes which may from time to time be issued;

**"Class A2 Definitive Notes"** means any Class A2 Notes issued in definitive bearer form;

**"Class A2 Noteholders"** means the holders of any Class A2 Notes;

**"Class A2 Notes"** means the £200,000,000 Class A2 6.254 per cent. secured notes due 2022 of the Issuer constituted in relation to the Trust Deed and includes any Further Class A2 Notes which may from time to time be issued;

**"Class B1 Definitive Notes"** means any Class B1 Notes issued in definitive bearer form;

**"Class B1 Noteholders"** means the holders of any Class B1 Notes;

**"Class B1 Notes"** means the £50,000,000 Class B1 secured floating rate notes due 2029 of the Issuer constituted in relation to the Trust Deed and includes any Further Class B1 Notes which may from time to time be issued;

**"Class B2 Definitive Notes"** means any Class B2 Notes issued in definitive bearer form;

**"Class B2 Noteholders"** means the holders of any Class B2 Notes;

**"Class B2 Notes"** means the £120,000,000 Class B2 6.812 per cent. secured notes due 2029 of the Issuer constituted in relation to the Trust Deed and includes any Further Class B2 Notes which may from time to time be issued;

**"Closing Date"** means 17 July 2002;

**"Core Hospitals"** means any of Leeds Hospital, Bushey Hospital, Leicester Hospital, Harpenden Hospital, Norwich Hospital or Roding, Ilford Hospital;

**"Corporate Services Provider"** means TMF Management Luxembourg S.A., acting through its office at 33 boulevard du Prince Henri, L1724, Luxembourg, Grand-Duchy of Luxembourg, or such other entity or entities appointed as corporate services provider from time to time, subject to and in accordance with the terms of the Issuer Corporate Services Agreement;

**"Deed of Amendment relating to the relevant Occupational Sublease"** means each deed of amendment relating to an Occupational Sublease dated on or about the Closing Date and made between the Jersey Trustee and the Occupational Subleases Lessee;

**"Deed of Assignment"** means the deed of assignment dated on or about the Closing Date and made between BHS Leasing (1992) Limited and General Leasing Limited;

**"Definitive Notes"** means the Class A1 Definitive Notes, the Class A2 Definitive Notes, the Class B1 Definitive Notes and the Class B2 Definitive Notes;

**"Deposit Agreements"** means the BHHL (JT) Deposit Agreement, the JT Deposit Agreement and the BHHL (LP) Deposit Agreement;

**"Deposit Bank"** means The Royal Bank of Scotland plc, acting through its office at 135 Bishopsgate, London EC2M 3UR, or such other entity or entities appointed as deposit bank from time to time, subject to and in accordance with the terms of the Deposit Agreements;

**"Dolphyn"** means Dolphyn Court Properties Limited (registered number 2624809) whose registered office is at BUPA House, 15-19 Bloomsbury Way, London WC1A 2BA;

**"Dolphyn Charged Property"** means the property, assets, rights and undertaking of each Other Obligor that are the subject of the Security Interests created in or pursuant to the Dolphyn Debenture and the BCSL Share Mortgage;

**"Dolphyn Debenture"** means the debenture dated on or about the Closing Date and made between Dolphyn and the Borrower Security Trustee and includes, where the context so admits, any further or supplemental charge or security granted pursuant thereto;

**"Dolphyn JT Options"** means the options granted to Dolphyn by the JT Call Option Deed;

**"Dolphyn LP Options"** means the options or conditional rights to buy granted to Dolphyn by the LFL Option Agreement and the NWPL Option Agreement;

**"Dolphyn Secured Liabilities"** means the aggregate of all obligations, moneys and liabilities (whether present or future, actual or contingent) which from time to time are or may become due, owing or payable by Dolphyn to the Borrower Security Trustee (whether for its own account or as trustee for the Borrower Secured Creditors) or any of the other Borrower Secured Creditors under the Dolphyn Debenture;

**"Dolphyn Security"** means the Security Interests created by or pursuant to the Dolphyn Debenture and the BCSL Share Mortgage, including any such interests created on the Closing Date;

**"Dolphyn Shares"** means all of the fully paid-up shares in the share capital of Dolphyn held by, to the order or on behalf of BCSL at any time;

**"Eligible Bank"** means an authorised institution under the Financial Services and Markets Act 2000 the short term unsecured, unsubordinated and unguaranteed debt obligations of which are rated by S&P and Fitch to be at least A-1 by S&P and F-1 by Fitch or the long term unsecured, unsubordinated and unguaranteed debt obligations of which are rated by S&P and Fitch to be at least AA by S&P and AA by Fitch or, in the event that at such time no bank satisfies such criteria, a bank that satisfies any ratings criteria specified by the Rating Agencies or, if none are specified, a bank in respect of which the relevant criteria set out in

this definition (in the opinion of the Borrower Security Trustee) are the closest to being satisfied;

**"Eligible Obligor"** means, at any time, any company which becomes a direct or indirect subsidiary of the Intermediate Parent, including as a result of a Permitted Acquisition;

**"English Real Property"** means in respect of each Obligor:

- (a) the freehold and leasehold property specified in Part 1 of Schedule 1 (*Details of Real Property*) of the Borrower Debenture and also in Part 1 Schedule 5 (*Details of Real Property*) to this Form 395 or detailed in an Obligor Security Accession Deed under which an Eligible Obligor becomes party to the Borrower Debenture;
- (b) all other freehold or leasehold property in England and Wales now or in the future owned by an Obligor or in which an Obligor has an interest, except for the Excluded Property; and
- (c) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of any such freehold or leasehold property;

**"Environmental Report"** means the report prepared by M J Carter Associates dated on or about the Closing Date in respect of certain Mortgaged Properties and addressed to the Issuer, Borrower, the Borrower Security Trustee, the Issuer Security Trustee and each of the Lead Managers;

**"Excluded Group Entity"** means any BUPA Group Entity which is not a direct or indirect subsidiary of the Intermediate Parent but is a member of the Other BUPA Group;

**"Excluded Property"** means those properties forming part of the Real Property which are set out in Schedule 2 (*Excluded Property*) of the Borrower Debenture and also in Schedule 6 (*Excluded Property*) to this Form 395;

**"Fitch"** means Fitch Ratings Limited or any successor to its rating business;

**"Forward Commitment Account"** means a deposit account known as the "Forward Commitment Account" held in the name of the Borrower on trust for the Obligors and maintained with the Borrower Securitisation Account Bank pursuant to the Borrower Account Bank and Cash Management Agreement and having account number 57320582 and sort code 40-05-15, or such other account as may be opened in accordance with Clause 13 (*Maintenance of the Accounts*) of the Borrower Account Bank and Cash Management Agreement at any branch of the Borrower Securitisation Account Bank or at an Eligible Bank in replacement of such account;

**"Further Class A1 Notes"** means any further Class A1 Notes of the Issuer constituted in relation to the Trust Deed and issued on any date, such notes being consolidated, forming a single series and ranking *pari passu*, with the original Class A1 Notes, whether represented by definitive notes or global notes;

**"Further Class A2 Notes"** means any further Class A2 Notes of the Issuer constituted in relation to the Trust Deed and issued on any date, such notes being consolidated, forming a single series and ranking *pari passu*, with the original Class A2 Notes, whether represented by definitive notes or global notes;

**"Further Class B1 Notes"** means any further Class B1 Notes of the Issuer constituted in relation to the Trust Deed and issued on any date, such notes being consolidated, forming a single series and ranking *pari passu*, with the original Class B1 Notes, whether represented by definitive notes or global notes;

**"Further Class B2 Notes"** means any further Class B2 Notes of the Issuer constituted in relation to the Trust Deed and issued on any date, such notes being consolidated, forming a single series and ranking *pari passu*, with the original Class B2 Notes, whether represented by definitive notes or global notes;

**"Further Term A Facility"** means a Further Term A1 Facility and/or Further Term A2 Facility, as the context may require;

**"Further Term A1 Facility"** means a Further Term Facility available to the Borrower pursuant to Clause 2.2.1 of the Issuer/Borrower Facility Agreement;

**"Further Term A2 Facility"** means a Further Term Facility available to the Borrower pursuant to Clause 2.2.2 of the Issuer/Borrower Facility Agreement;

**"Further Term Advance"** means any advance made under a Further Term Facility;

**"Further Term B Facility"** means a Further Term B1 Facility and/or Further Term B2 Facility, as the context may require;

**"Further Term B1 Facility"** means a Further Term Facility available to the Borrower pursuant to Clause 2.2.3 of the Issuer/Borrower Facility Agreement;

**"Further Term B2 Facility"** means a Further Term Facility available to the Borrower pursuant to Clause 2.2.4 of the Issuer/Borrower Facility Agreement;

**"Further Term Facility"** means a further term facility which may be requested by the Borrower at any time by written notice to the Issuer (with a copy thereof to the Borrower Security Trustee) and the Rating Agencies ranking *pari passu* with the relevant Initial Term Facility pursuant to Clause 2.4 (*Request for an Additional Term Facility*) of the Issuer/Borrower Facility Agreement and is made available to the Borrower by the Issuer in accordance with and subject to Clause 2.5 (*Granting of an Additional Term Facility*) of the Issuer/Borrower Facility Agreement;

**"GDL"** means Goldsborough Developments Limited (registered number 1879848) acting through its registered office at Bridge House, Outwood Lane, Horsforth, Leeds, LS18 4UP;

**"GDL Central Payment Account"** means a central payment account held in the name of GDL and maintained by the Borrower Operating Account Bank pursuant to the terms of the Borrower Account Bank and Cash Management Agreement and having account number



95754849 and sort code 60-80-08, or such other account as may be opened in accordance with Clause 13 (*Maintenance of the Accounts*) of the Borrower Account Bank and Cash Management Agreement at any branch of the Borrower Operating Account Bank or at an Eligible Bank in replacement of such account;

"**GDL Central Receipt Account**" means a central receipt account held in the name of the GDL and maintained by the Borrower Operating Account Bank pursuant to the terms of the Borrower Account Bank and Cash Management Agreement and having account number 86714589 and sort code 60-60-05, or such other account as may be opened in accordance with Clause 13 (*Maintenance of the Accounts*) of the Borrower Account Bank and Cash Management Agreement at any branch of the Borrower Account Bank or at an Eligible Bank in replacement of such account;

"**GDL Operating Accounts**" means the GDL Central Payment Account, the GDL Central Receipt Account and the GDL Receipt Accounts;

"**GDL Receipt Accounts**" means current accounts held in the name of the GDL and maintained by the Borrower Operating Account Bank pursuant to the terms of the Borrower Account Bank and Cash Management Agreement and having account numbers as set out in Schedule 2 (*Details of Dolphyn Account*) of the Dolphyn Debenture, or such other account as may be opened in accordance with Clause 13 (*Maintenance of the Accounts*) of the Borrower Account Bank and Cash Management Agreement at any branch of the Borrower Operating Account Bank or at an Eligible Bank in replacement of such account;

"**GEL**" means Goldsborough Estates Limited (registered number 2745254) acting through its registered office at Bridge House, Outwood Lane, Horsforth, Leeds LS18 4UP;

"**Hospitals**" means the following acute hospitals:

- (a) BUPA Alexandra Hospital, Impton Lane, Walderslade, Kent, ME5 9PG;
- (b) BUPA Hospital Bristol, Redland Hill, Durdham Down, Bristol, BS6 6UT;
- (c) BUPA Hospital Bushey, Heathbourne Road, Bushey, Watford, WD2 1RD;
- (d) BUPA Cambridge Lea Hospital, 30 New Road, Impington, Cambridge, CB4 4EL;
- (e) BUPA Hospital Cardiff, Croescardarn Road, Petnwyn, Cardiff, CF2 7XL;
- (f) BUPA Chalybeate Hospital, Chalybeate Close, Tremona Road, Southampton, Hampshire, SO16 6UY;
- (g) BUPA Hospital Clare Park, Crondall Lane, Crondall, Farnham, Surrey, GU10 5XX;
- (h) BUPA Dunedin Hospital, 16 Bath Road, Reading, Berkshire, RG1 6NB;
- (i) BUPA Hospital Elland, Elland Lane, Elland, W. York, HX5 9EB;
- (j) BUPA Flyde Coast Hospital, St. Walburgas Road, Blackpool, Lancs., FY3 8BP;
- (k) BUPA Gatwick Park Hospital, Povey Cross Road, Horley, Surrey, RH6 0BB;

- (l) BUPA Hospital Harpenden, Ambrose Lane, Harpenden, Herts, AI5 4BP;
- (m) BUPA Hartwood Hospital, Eagle Way, Brentwood, Essex, CM13 3LE;
- (n) BUPA Hospital Hastings, The Ridge, St. Leonards on Sea, East Sussex, TN37 7RE;
- (o) BUPA Hospital Hull & East Riding, Lowfield Road, Anlaby, Hull, HU10 7AZ;
- (p) BUPA Hospital Leeds, Roundhay Hall, Jackson Avenue, Roundhay, Leeds, LS8 1NT;
- (q) BUPA Hospital Leicester, Gartree Road, Oadby, Leicester, LE2 2FF;
- (r) BUPA Hospital Little Aston, Little Aston Hall Drive, Sutton Coldfield, West Midlands, B74 3UP;
- (s) BUPA Hospital Manchester, Russell Road, Whalley Range, Manchester, M16 8AJ;
- (t) BUPA Methley Park Hospital, Methley Lane, Methley, Leeds, LS26 9HG;
- (u) BUPA Murrayfield Hospital, 122 Corstorphine Road, Edinburgh, EH12 6UD;
- (v) BUPA Murrayfield Hospital - Wirral, Holmwood Drive, Thingwall, Wirral, Merseyside, L61 1AU;
- (w) BUPA North Cheshire Hospital, Fir Tree Close, Streeton, Warrington, Cheshire, WA4 4LU;
- (x) BUPA Hospital Norwich, Old Watton Road, Colney, Norwich, NR4 7TD;
- (y) BUPA Parkway Hospital, 1 Damson Parkway, Solihull, West Midlands, B91 2PP;
- (z) BUPA Hospital Portsmouth, Bartons Road, Havant, Hants., PO9 5NP;
- (aa) BUPA Regency Hospital, West Street, Macclesfield, Cheshire, SK11 8DW;
- (bb) BUPA Roding Hospital, Roding Lane South, Redbridge, Essex, IG4 5PZ;
- (cc) BUPA St. Saviour's Hospital, 73 Seabrook Road, Hythe, Kent, CT21 5QW;
- (dd) BUPA South Bank Hospital, 139 Bath Road, Worcester, WR5 3YB;
- (ee) BUPA Hospital Tunbridge Wells, Fordcombe Road, Fordcombe, Tunbridge Wells, Kent, TN3 0RD;
- (ff) BUPA Hospital Washington, Picktree Lane, Rickleton, Washington, Tyne & Wear, NE38 9JZ;
- (gg) BUPA Wellesley Hospital, Eastern Avenue, Southend on Sea, Essex, SS2 4XH;
- (hh) BUPA Yale Hospital, Wrexham Technology Park, Croesnewydd Road, Wrexham, LL13 7YP;

**"Incidental Mortgaged Property"** means the assets and undertaking of an Obligor connected with or carried on at a Mortgaged Property;

**"Initial Term A Facility"** means the Initial Term A1 Facility and/or the Initial Term A2 Facility, as the context may require;

**"Initial Term A1 Facility"** means the Initial Term Facility available to the Borrower on the Closing Date pursuant to Clause 2.1.1 of the Issuer/Borrower Facility Agreement;

**"Initial Term A2 Facility"** means the Initial Term Facility available to the Borrower on the Closing Date pursuant to Clause 2.1.2 of the Issuer/Borrower Facility Agreement;

**"Initial Term B Facility"** means the Initial Term B1 Facility and/or the Initial Term B2 Facility, as the context may require;

**"Initial Term B1 Facility"** means the Initial Term Facility available to the Borrower on the Closing Date pursuant to Clause 2.1.3 of the Issuer/Borrower Facility Agreement;

**"Initial Term B2 Facility"** means the Initial Term Facility available to the Borrower on the Closing Date pursuant to Clause 2.1.4 of the Issuer/Borrower Facility Agreement;

**"Initial Term Facility"** means the Term Facility granted by the Issuer to the Borrower on the Closing Date pursuant to Clause 2.1 (*Initial Facilities*) of the Issuer/Borrower Facility Agreement;

**"Insurance Policies"** means, in respect of:

- (a) each Obligor, each or any of the policies of insurance or assurance set out in Schedule 6 (*Details of Insurance Policies*) of the Borrower Debenture and also in Schedule 7 (*Details of Insurance Policies*) to this Form 395 (including the Block Insurance Policy); and
- (b) Dolphyn, each or any of the policies of insurance or assurance set out in Schedule 5 (*Details of Insurance Policies*) of the Dolphyn Debenture,

and any other policies of insurance or assurance taken out by or on behalf of any Obligor or, as the case may be, Dolphyn in which any Obligor or, as the case may be, Dolphyn may now or hereafter have an interest;

**"Insurance Report"** means the report relating to the Insurance Policies of the Obligors and Dolphyn prepared by Marsh UK Limited dated on or about the Closing Date and addressed to the Borrower, the Borrower Security Trustee and each of the Lead Managers;

**"Intellectual Property"** means, in respect of:

- (a) each Obligor, any registered trade marks owned by such Obligor details of which are set out in Schedule 7 (*Details of Intellectual Property*) of the Borrower Debenture and also in Schedule 8 (*Details of Intellectual Property*) to this Form 395 (or in the relevant Obligor Security Accession Deed under which an Eligible Obligor becomes party thereto); and

(b) Dolphyn, any registered trade mark details owned by Dolphyn details of which are set out in Schedule 6 (*Details of Intellectual Property*) of the Dolphyn Debenture,

and any patents, trade marks, service marks, business names, copyright, design rights and other intellectual property rights, whether registered or unregistered (including applications for registration of any such thing).

**"Interest Payment Date"** means 19 January, 19 April, 19 July and 19 October in each year (or, if any such day is not a Business Day, the next succeeding Business Day), commencing on 19 October 2002;

**"Intermediate Parent"** means BUPA Hospitals (Holdings) Limited (registered number 4313890), whose registered office is at BUPA House, 15-19 Bloomsbury Way, London WC1A 2BA;

**"Intra-Group Trade Mark Agreement"** means the trade mark agreement dated on or about the Closing Date and made between the Borrower and BUPA;

**"Investments"** means at any time, in respect of each Obligor or, as the case may be, Dolphyn:

- (a) any stocks, shares, debentures, securities and certificates of deposit (whether registered or unregistered including applications for registration on any stocks, shares, debentures, securities or certificates of deposit, but excluding the Shares or any interest in any Notes);
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in paragraphs (a) and (b) including, in the case of Dolphyn, the Dolphyn LP Options and the Dolphyn JT Options,

in each case whether held directly by or to the order of the relevant Obligor or, as the case may be, Dolphyn or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system);

**"IP/Borrower Loan"** means the loan made by the Borrower to the Intermediate Parent under the IP/Borrower Loan Agreement;

**"IP/Borrower Loan Agreement"** means the loan agreement dated on or about the Closing Date and made between the Borrower and the Intermediate Parent;

**"Irish Paying Agent"** means HSBC Global Investor Services (Ireland) Limited in its capacity as paying agent, acting through its office at 20-22 Lower Hatch Street, Dublin 2, Ireland, or such other entity or entities appointed as paying agent from time to time, subject to and in accordance with the terms of the Agency Agreement;

**"Issuer"** means UK Hospitals No.1 S.A., a public limited liability company incorporated under the laws of the Grand-Duchy of Luxembourg registered with the Register of Commerce and Companies of Luxembourg under number B-86.340 and having its registered office at 33 boulevard du Prince Henri, L-1724 Luxembourg;

**"Issuer Account Bank"** means HSBC Bank plc, acting through its branch at Mariner House, Pepys Street, London EC3N 4DA, or such other entity or entities appointed as the Issuer Account Bank from time to time, subject to and in accordance with the terms of the Issuer Account Bank and Cash Management Agreement; ;

**"Issuer Account Bank and Cash Management Agreement"** means the agreement so named between the Issuer, the Issuer Cash Manager, the Issuer Account Bank, the Corporate Services Provider and the Issuer Security Trustee dated on or about the Closing Date;

**"Issuer/Borrower Facility Agreement"** means the facility agreement dated on or about the Closing Date and made between the Obligors, the Borrower Cash Manager, the Issuer, the Issuer Cash Manager and the Borrower Security Trustee;

**"Issuer Cash Manager"** means HSBC Bank plc in its capacity as Issuer cash manager under the provisions of Issuer Account Bank and Cash Management Agreement;

**"Issuer Charged Property"** means all assets, rights and property of the Issuer mortgaged, charged or assigned pursuant to the Issuer Security, together with the Rights;

**"Issuer Corporate Services Agreement"** means the corporate services agreement dated on or about the Closing Date and made between the Issuer and the Corporate Services Provider;

**"Issuer Deed of Charge"** means the deed of charge dated on or about the Closing Date and made between, among other persons, the Issuer, the Liquidity Facility Provider, the Swap Counterparties, the Issuer Cash Manager, the Issuer Account Bank, the Paying Agents, the Agent Bank, the Corporate Services Provider, the Issuer Security Trustee and the Note Trustee and includes any deed or other documents expressed to be supplemental thereto or any amendments or modifications made thereto;

**"Issuer Secured Creditors"** means:

- (a) the Issuer Security Trustee (for itself and for and on behalf of the Issuer Secured Creditors);
- (b) the Note Trustee (for itself and for and on behalf of the Noteholders);
- (c) the Subordinated Note Trustee (for itself and for and on behalf of the Subordinated Noteholders);
- (d) the Liquidity Facility Provider;
- (e) the Swap Counterparties;
- (f) the Issuer Cash Manager;

- (g) the Issuer Account Bank;
- (h) the Paying Agents;
- (i) the Subordinated Paying Agents;
- (j) the Agent Bank;
- (k) the Subordinated Agent Bank;
- (l) the Corporate Services Provider;
- (m) any Receiver appointed under the Issuer Deed of Charge;
- (n) BIL,

and such other creditor who may be a party to, or accede to, the terms of the Issuer Deed of Charge from time to time in accordance with the terms thereof and is designated an Issuer Secured Creditor;

**"Issuer Security"** means the Security Interests created by or pursuant to the Issuer Deed of Charge, including any such interests created on the Closing Date;

**"Issuer Security Trustee"** means HSBC Trustee (C.I.) Limited in its capacity as security trustee for the Issuer Secured Creditors, acting through its principal office at 1 Grenville Street, St Helier, Jersey JE4 9PF, or such other entity or entities appointed as security trustee for the Issuer Secured Creditors from time to time, subject to and in accordance with the terms of the Issuer Deed of Charge;

**"IT Services Agreement"** means the IT services agreement dated on or about the Closing Date and made between BUPA (as the relevant Services Supplier) and the Borrower;

**"Jersey Account Bank"** means The Royal Bank of Scotland International Limited, acting through its branch at NatWest Jersey Business Centre, P.O. Box 20, 23-25 Broad Street, St Helier Jersey JE4 0YX, or such other entity or entities appointed as borrower operating account bank from time to time subject to and in accordance with the terms of the Borrower Account Bank and Cash Management Agreement;

**"Jersey Trustee"** means UK Hospitals No. 1 Trustee (Jersey) Limited a company incorporated under the laws of Jersey with registered number 83296;

**"JT Call Option Deed"** means the deed creating a new call option in favour of JT Optionholder dated on or about the Closing Date and made between Dolphyn and the Jersey Trustee;

**"JT Deposit"** means the sums deposited by the Jersey Trustee pursuant to the JT Deposit Agreement and charged in favour of the JT Lender pursuant to the JT Deposit Charge;

**"JT Deposit Agreement"** the deposit agreement in respect of the JT Deposit dated on or about the Closing Date and made between, among other persons, the Jersey Trustee and the Deposit Bank;

**"JT Deposit Charge"** means the deed of charge dated on or about the Closing Date relating to the JT Deposit and made between the Jersey Trustee and the JT Lender;

**"JT Lender"** means Lloyds TSB Bank plc;

**"JT Optionholder"** means Dolphyn Court Properties Limited in its capacity as holder of the Dolphyn JT Options;

**"Lead Managers"** means HSBC Bank plc and The Royal Bank of Scotland plc;

**"Lease"** means any present or future lease, underlease, sub-lease, licence, agreement, option, tenancy or right to occupy in each case howsoever described whether on a fixed term or periodic basis governing the use or occupation of any freehold, heritable or leasehold property or any part of it;

**"Lease Deposit Accounts"** means each of the deposit accounts known as the "BHHL (JT) Account" and "BHHL (LP) Account" held in the name of the Intermediate Parent and maintained by the Deposit Bank pursuant to the Deposit Agreements, respectively and having sort codes 16-75-75 and 16-40-00, respectively or such other account as may be opened in accordance with the terms of the Deposit Agreements at any branch of the Deposit Bank or at an Eligible Bank in replacement of such account;

**"Lease Refinancing Properties"** means the 13 Mortgaged Properties situated in (a) Leicester; (b) Leeds; (c) Bushey; (d) Cardiff; (e) Murrayfield, Wirral; (f) Chalybeate, Southampton; (g) Harpenden; (h) Little Aston, Sutton Coldfield; (i) Roding, Ilford; (j) Norwich; (k) Portsmouth; (l) Manchester; and (m) Warrington, North Cheshire;

**"Letters of Credit"** means the VAT Letter of Credit, the CGT Letter of Credit and the Withholding Tax Letter of Credit;

**"LFL Option Agreement"** means the conditional agreement dated 31 March 1994 relating to certain of the Lease Refinancing Properties and made between Dolphyn and Lunar Finance Limited;

**"LFL Outgoing Lessor"** means Lunar Finance Limited;

**"Liquidity Facility"** means a revolving liquidity facility made available to the Issuer by the Liquidity Facility Provider in accordance with the terms of the Liquidity Facility Agreement;

**"Liquidity Facility Agreement"** means an agreement so named between the Issuer and, *inter alios*, the Liquidity Facility Provider providing for a Liquidity Facility in connection with the Notes;

**"Liquidity Facility Provider"** means Lloyds TSB Bank plc in its capacity as liquidity facility provider, acting through its Corporate and Commercial Banking Office at St. Georges House, 6-8 Eastcheap, London EC3M 1AE, and any Transferee under the terms of the Liquidity Facility Agreement;

**"Loan Payment Date"** means 19 January, 19 April, 19 July and 19 October, in each year (or, if such day is not a Business Day, the next succeeding Business Day), commencing on the Loan Payment Date falling in 19 October 2002;

**"LOC Provider"** means The Royal Bank of Scotland plc acting through its office at 135 Bishopsgate, London EC2M 3UR or such other entity or entities with a rating of no less than A-1 from S&P and F-1 from Fitch;

**"LP Bond Trustee"** means The Law Debenture Trust Corporation p.l.c.;

**"LVATL"** means the Luxembourg Value Added Tax Law dated 12 February 1979 and legislation supplemental thereto;

**"Master Definitions and Construction Schedule"** means the master definitions and construction schedule initialled by Clifford Chance Limited Liability Partnership and Slaughter and May on 17 July 2002;

**"Monetary Claims"** means, in respect of:

- (a) each Obligor, any book and other debts and monetary claims owing to such Obligor and any proceeds thereof (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy (other than any proceeds of any liability insurance payable direct to any third party), any court order, judgment or decree, any contract or agreement to which such Obligor is a party and any other assets, property, rights or undertaking of such Obligor); and
- (b) Dolphyn, any book and other debts and monetary claims owing to such Obligor and any proceeds thereof (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy (other than any proceeds of any liability insurance payable direct to any third party), any court order, judgment or decree, any contract or agreement to which Dolphyn is a party and any other assets, property, rights or undertaking of Dolphyn);

**"Mortgaged Property"** is a freehold, leasehold or heritable property interest over which an Obligor has granted a mortgage, charge or standard security (as applicable) pursuant to the terms of the Borrower Security Documents and includes a Core Hospital, a Specified Mortgaged Property and, for the purposes of Clauses 17.6.4 and 17.8 (*Covenants and Other Provisions relating to Substitution of Mortgaged Properties*) of the Issuer/Borrower Facility Agreement, all Incidental Mortgaged Property, but excluding the Excluded Property;

**"New Term Advance"** means any advance made under a New Term Facility;

**"New Term Facility"** means a new term facility which may be requested by the Borrower at any time by written notice to the Issuer (with a copy to the Borrower Security Trustee and the Rating Agencies) and which will rank no higher than the Term A Facilities but which can rank *pari passu* with the existing Term A Facilities or below the Term A Facilities but ahead of the Term B Facilities or *pari passu* with or below the Term B Facilities pursuant to Clause



2.4 (*Request for an Additional Term Facility*) of the Issuer/Borrower Facility Agreement and made available to the Borrower by the Issuer in accordance with and subject to Clause 2.5 (*Granting of an Additional Term Facility*) of the Issuer/Borrower Facility Agreement;

**"Note Trustee"** means HSBC Trustee (C.I.) Limited in its capacity as note trustee for the Noteholders, acting through its principal office at 1 Grenville Street, St Helier, Jersey JE4 9PF, or such other entity or entities appointed as note trustee for the Noteholders from time to time, subject to and in accordance with the terms of the Trust Deed;

**"Noteholders"** means the Class A1 Noteholders, the Class A2 Noteholders, the Class B1 Noteholders and the Class B2 Noteholders and in relation to any Definitive Notes, the bearers of those Definitive Notes;

**"Notes"** means the Class A1 Notes, the Class A2 Notes, the Class B1 Notes and/or the Class B2 Notes and, as the context may require, includes the Further Class A1 Notes, the Further Class A2 Notes, the Further Class B1 Notes and/or the Further Class B2 Notes;

**"NWPL Option Agreement"** means the option agreement dated 28 July 1994 relating to certain of the Lease Refinancing Properties and made between NatWest Properties Limited and Dolphyn;

**"NWPL Outgoing Lessor"** means NatWest Properties Limited;

**"Obligor Accounts"** means the Obligor Operating Accounts, the Specific Accounts and the BHL Jersey Account and, as the context may require, any credit balance from time to time on any such Obligor Account and any other account opened or maintained by an Obligor with the Borrower Account Banks or with an Eligible Bank and all Related Rights, provided that in respect of an Obligor Operating Account, a credit balance means the amount from time to time on any such Obligor Operating Account net of amounts set-off or consolidated against debit balances in any other Obligor Operating Account in accordance with the Borrower Account Bank and Cash Management Agreement;

**"Obligor Charged Property"** means the property, assets, rights and undertaking of each Obligor that are the subject of the Security Interests created in or pursuant to the Borrower Security Documents;

**"Obligor Current Accounts"** means the current accounts held in the name of each of the Obligors (other than the Borrower and GDL) and maintained by the Borrower Operating Account Bank pursuant to the terms of the Borrower Account Bank and Cash Management Agreement, or such other accounts as may be opened in accordance with Clause 13 (*Maintenance of the Accounts*) of the Borrower Account Bank and Cash Management Agreement at any branch of the Borrower Operating Account Bank or at an Eligible Bank in replacement of such account;

**"Obligor Operating Accounts"** means Borrower Operating Accounts, the GDL Operating Accounts and the Obligor Current Accounts;

**"Obligor Reporting Accountants"** means KPMG Audit Plc of 8 Salisbury Square, London EC4Y 8BB or such other independent internationally recognised firm of auditors appointed by the Obligors which is approved by the Borrower Security Trustee;

**"Obligor Secured Liabilities"** means the aggregate of all obligations, moneys and liabilities (including the unpaid balance of every sum (of principal, interest or otherwise), any liability in respect of any Additional Term Advances and Subordinated Advances, whether present or future, actual or contingent (and whether incurred by an Obligor solely or jointly with one or more Obligors and whether as principal or as surety or in some other capacity) and under or in respect of any guarantees) which from time to time are or may become due, owing or payable by each Obligor to the Borrower Security Trustee (whether for its own account or as trustee for the Borrower Secured Creditors) or any of the other Borrower Secured Creditors under any Borrower Transaction Document and any Subordinated Loan Agreement;

**"Obligor Security Accession Deed"** means a deed of accession executed by an Eligible Obligor in form and substance satisfactory to the Borrower Security Trustee pursuant to which such Eligible Obligor becomes party to the Borrower Debenture as an Obligor;

**"Obligor Specified Contract"** means each of the contracts specified in Schedule 5 (*Details of Obligor Specified Contracts*) of the Borrower Debenture and also in Schedule 9 (*Details of Obligor Specified Contracts*) to this Form 395 or detailed in an Obligor Security Accession Deed under which an Eligible Obligor becomes party to the Borrower Debenture;

**"Obligors"** means the Borrower, the Intermediate Parent, BHL Properties Limited (registered number 1829406), BHS Leasing (1992) Limited (registered number 833290), BHS Leasing (1994) Limited (registered number 1584802), BHSL Properties Limited (registered number 1553924), BUPA Gatwick Park Hospital Limited (registered number 1631737), BUPA Medical Supplies Limited (registered number 2366655), BUPA Power and Leasing Limited (registered number 2507866), BUPA Purchasing Limited (registered number 1461499), Hospitals Leasing (One) Limited (registered number 4300452), Hospitals Leasing (Two) Limited (registered number 1526619), Indexscreen Limited (registered number 4313892), Tunbridge Wells Independent Hospital Limited (registered number 2345011), each of whose registered office is at BUPA House, 15-19 Bloomsbury Way, London, WC1A 2BA and GDL (registered number 1879848) whose registered office is at Bridge House, Outwood Lane, Horsforth, Leeds, LS18 4UP, and where the context requires, includes any Additional Obligor;

**"Occupational Subleases"** means each lease of a Lease Refinancing Property granted to the Borrower by an Outgoing Lessor on 31 March 1994 or 28 July 1994, each as amended by one or more Deed of Amendment relating to the relevant Occupational Sublease and, where the context admits, includes any lease granted pursuant thereto;

**"Occupational Subleases Lessee"** means BUPA Hospitals Limited in its capacity as lessee under the Occupational Subleases;

**"Occupational Subleases Lessor"** means Jersey Trustee in its capacity as lessor under the Occupational Subleases;

**"Other BUPA Group"** means the BUPA Group other than the BUPA Securitisation Group;

**"Other Obligors"** means Dolphyn and BCSL;

**"Outgoing Lessors"** means the NWPL Outgoing Lessor and the LFL Outgoing Lessor;

**"Paying Agency and Registrar Agreement"** means the agreement currently intended to be entered into following the Closing Date between the Issuer, the Subordinated Note Trustee, the Subordinated Paying Agents, the Registrar and the Subordinated Agent Bank;

**"Paying Agents"** means:

- (a) the Principal Paying Agent;
- (b) the Irish Paying Agent; and/or
- (c) such other or further paying agents for the Notes as may from time to time be appointed in accordance with the Agency Agreement;

**"Pension Scheme"** means the BUPA Group-wide defined benefit and defined contribution scheme known as the "BUPA Pension Scheme";

**"Permitted Acquisition"** means any acquisition by an Obligor of any business or all of the shares in a limited liability company, in each case carrying on an existing business as a going concern, or of any new Mortgaged Property, but will not include a renewal of a Lease of a Mortgaged Property on arms' length terms or the renewal of an Occupational Sublease pursuant to the Renewal Options as to which no Borrower Security Trustee consent is required;

**"Principal Paying Agent"** means HSBC Bank plc in its capacity as principal paying agent acting through its branch at Mariner House, Pepys Street, London EC3N 4DA, or such other entity or entities appointed as paying agent from time to time, subject to and in accordance with the terms of the Agency Agreement;

**"Property Services Agreement"** means the property services agreement dated on or about the Closing Date and made between BUPA (as the relevant Services Supplier), and the Borrower;

**"Purchasing Services Agreement"** means the purchasing services agreement dated on or about the Closing Date and made between BUPA (as the relevant Services Supplier) and the Borrower;

**"Rating Agencies"** means Fitch and S&P;

**"Real Property"** means, in respect of:

- (a) each Obligor:
  - (v) the English Real Property;
  - (vi) the Scottish Real Property;

- (vii) all other freehold or leasehold property (or the equivalent thereto) in any jurisdiction now or in the future owned by such Obligor or in which such Obligor has an interest, except for the Excluded Property; and
  - (viii) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated or forming part of any such property; and
- (b) Dolphyn:
- (ix) the freehold and leasehold property specified in Schedule 1 (*Real Property*) of the Dolphyn Debenture;
  - (x) all other freehold or leasehold property (or the equivalent thereto) in any jurisdiction now or in the future owned by Dolphyn or in which Dolphyn has an interest; and
  - (xi) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated or forming part of any such property;

**"Receiver"** means any receiver, manager, receiver and manager or administrative receiver who (in the case of an administrative receiver) is a qualified person in accordance with the Insolvency Act 1986 and who is appointed by:

- (a) the Borrower Security Trustee under:
  - (i) Clause 17 (*Appointment of Receiver*) of the Borrower Debenture in respect of the whole or any part of the Obligor Charged Property; or
  - (ii) Clause 19 (*Appointment of Receiver*) of the Dolphyn Debenture in respect of the whole or any part of the Dolphyn Charged Property; and
- (b) the Issuer Security Trustee under Clause 18 (*Appointment and Removal of Receiver*) of the Issuer Deed of Charge in respect of the whole or any part of the Issuer Charged Property;

**"Registrar"** means the entity appointed as such in accordance with the terms of the Paying Agency and Registrar Agreement or such other entity or entities appointed as registrar from time to time pursuant thereto;

**"Related Rights"** means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset;

**"Renewal Leases"** means a lease of a Lease Refinancing Property which is granted or to be granted to the Borrower pursuant to a Renewal Option;

**"Renewal Option"** means each option granted to the Occupational Subleases Lessee by the Occupational Subleases Lessor to take a Renewal Lease;

**"Rights"** means all rights vested in the Borrower Security Trustee by virtue of, or pursuant to the Borrower Security and the Dolphyn Security, including holding the interests conferred on it by the Borrower Security Documents or under the Ancillary Documents and all rights to make demands, bring proceedings or take any other action in respect thereof;

**"S&P"** means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. or any successor to its rating business;

**"Scottish Mortgaged Property"** means a Mortgaged Property situated in Scotland;

**"Scottish Real Property"** means in respect of each Obligor:

- (a) the heritable or long leasehold property specified in Part 3 of Schedule 1 (*Details of Real Property*) of the Borrower Debenture and also in Part 2 of Schedule 5 (*Details of Real Property*) to this Form 395 or detailed in an Obligor Security Accession Deed under which an Eligible Obligor becomes party to the Borrower Debenture;
- (b) all other heritable or long leasehold property situated in Scotland now or in the future owned by an Obligor or in which an Obligor has an interest, except for the Excluded Property; and
- (c) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of any such heritable or long leasehold property;

**"Security Interest"** means any mortgage, standard security, pledge, lien, charge, assignment, assignation, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security;

**"Services Supplier"** means BUPA as the supplier of certain services under the IT Services Agreement, the Property Services Agreement and the Purchasing Services Agreement or, as the case may be, BUPA Occupational Health Limited as the franchisor under the Wellness Health Screening Franchise Agreement;

**"Shared Services Agreements"** means the IT Services Agreement, the Property Services Agreement, the Purchasing Services Agreement and the Wellness Health Screening Franchise Agreement;

**"Shares"** means, in respect of:

- (a) each Obligor:
  - (i) all of the shares specified in Schedule 4 (*Details of Shares*) of the Borrower Debenture and also in Schedule 10 (*Details of Shares*) to this Form 395; or

- (ii) detailed in an Obligor Security Accession Deed under which an Eligible Obligor becomes party to the Borrower Debenture and which are held legally and/or beneficially by such Obligor at any time; and
- (b) Dolphyn, all of the shares specified in Schedule 3 (*Details of Shares*) of the Dolphyn Debenture;

**"Specific Accounts"** means the Borrower IPD Payment Account, the Borrower Disposal Proceeds Account, the Capex Reserve Account, the Forward Commitment Account, the Borrower Distribution Reserve Account, the Borrower Reserves Account and the Working Capital Reserve Account;

**"Specified Mortgaged Properties"** means any or all of Hastings Hospital, Fylde Coast Hospital, Yale Hospital or St. Saviours Hospital;

**"Standard Security"** means each standard security in terms of the Conveyancing and Feudal Reform (Scotland) Act 1970 granted over a Scottish Mortgaged Property pursuant to Clause 3.3 (*Scottish Real Property*) or Clause 5.9 (*Future Scottish Real Property*) of the Borrower Debenture substantially in the form set out in Schedule 11 (*Form of Standard Security*) thereto;

**"Subordinated Advance"** means an advance under the Subordinated Facility;

**"Subordinated Agent Bank"** means the entity appointed as such in accordance with the terms of the Paying Agency and Registrar Agreement or such other entity or entities appointed as subordinated agent bank from time to time pursuant thereto;

**"Subordinated Facility"** means a subordinated facility which may be requested by the Borrower at any time by written notice to the Issuer (with a copy to the Borrower Security Trustee) and the Rating Agencies and which will rank subordinated to the Term Facilities pursuant to the Subordinated Loan Agreement and made available to the Borrower by the Issuer in accordance with and subject to the Subordinated Loan Agreement;

**"Subordinated Irish Paying Agent"** means the entity appointed as such in accordance with the terms of the Paying Agency and Registrar Agreement or such other entity or entities appointed as subordinated Irish paying agent from time to time pursuant thereto;

**"Subordinated Loan Agreement"** means each loan agreement (including the first loan agreement expected to be entered into following the Closing Date and prior to the first Loan Payment Date) pursuant to which the Issuer will agree to advance to the Borrower the Subordinated Advances each funded through the issuance by the Issuer of a tranche of Subordinated Notes from time to time on an Interest Payment Date and made between the Obligors, the Issuer, the Borrower Cash Manager and the Borrower Security Trustee;

**"Subordinated Note Trustee"** means the entity appointed as such in accordance with the terms of the Subordinated Trust Deed or such other entity or entities appointed as subordinated note trustee from time to time pursuant thereto;

**"Subordinated Noteholders"** means the holders of any Subordinated Notes;

**"Subordinated Notes"** means the medium term notes issued from time to time by the Issuer pursuant to the Subordinated Notes Programme or, as the case may be, a specific number thereof, whether represented by definitive or global notes;

**"Subordinated Notes Programme"** means the programme currently intended to be established by the Issuer following the Closing Date for the issuance of the Subordinated Notes;

**"Subordinated Paying Agents"** means the Subordinated Principal Paying Agent and the Subordinated Irish Paying Agent;

**"Subordinated Principal Paying Agent"** means the entity appointed as such in accordance with the terms of the Paying Agency and Registrar Agreement or such other entity or entities appointed as subordinated principal paying agent from time to time pursuant thereto;

**"Subordinated Trust Deed"** means the deed currently intended to be entered into following the Closing Date and made between the Issuer and the Subordinated Note Trustee and the Schedules thereto (as from time to time modified in accordance with the provisions contained therein) and (unless the context requires otherwise) includes any deed or other document executed in accordance with the provisions thereof (as from time to time modified as aforesaid) and expressed to be supplemental thereto;

**"Subordination and Intercreditor Deed"** means the subordination and intercreditor deed dated on or about the Closing Date and made between, amongst other persons, the Obligors, Dolphyn, BCSL, the Borrower Security Trustee and the Issuer Security Trustee;

**"Subscription Agreement"** means a subscription agreement dated 15 July 2002 between the Lead Managers, the Issuer, BUPA and the Obligors;

**"Supplemental Deed"** means a deed supplemental to the Trust Deed entered into by the parties thereto;

**"Swap Agreement"** means any interest rate swap agreement or other agreement evidencing a Treasury Transaction (together with any related or ancillary documentation) between the Issuer and a Swap Counterparty and **"Swap Agreements"** means all such agreements entered into by the Issuer with any Swap Counterparty;

**"Swap Counterparty"** means any counterparty to a Swap Agreement which is party to the Issuer Deed of Charge in accordance therewith and **"Swap Counterparties"** means any or all such parties as the context requires;

**"Tangible Moveable Property"** means, in respect of:

- (a) each Obligor, any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the stock in trade or work in progress of such Obligor) and all Related Rights; and

- (b) Dolphyn, any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the stock in trade or work in progress of Dolphyn) and all Related Rights,

other than any such property situated in Scotland;

**"Tax Deed of Covenant"** means a deed of covenant dated on or about the Closing Date and made between BUPA, GEL, the Obligors and the Borrower Security Trustee as such may be amended or supplemented from time to time pursuant to the Tax Deed of Covenant and the Issuer/Borrower Facility Agreement;

**"Term A Facility"** means an Initial Term A Facility, and/or Further Term A Facility as the context may require;

**"Term B Facility"** means an Initial Term B Facility, and/or Further Term B Facility as the context may require;

**"Term Facility"** means an Initial Term Facility, a Further Term Facility and/or a New Term Facility, as the context may require;

**"Transfer Certificate"** means a transfer certificate substantially in the form set out in Schedule 5 (*Form of Transfer Certificate*) to the Liquidity Facility Agreement;

**"Transferee"** means a transferee under a Transfer Certificate pursuant to the provisions of Clause 25 (*Assignments and Transfers*) of the Liquidity Facility Agreement;

**"Treasury Transaction"** means any currency or interest rate purchase, cap or collar agreement, forward rate agreement, interest rate or currency future or option contract, foreign exchange or currency purchase or sale agreement, interest rate swap, currency swap or combined interest rate and currency swap agreement and any other similar agreement;

**"Trust Deed"** means the deed so named between the Issuer and the Note Trustee dated on or about the Closing Date together with any Supplemental Deed and the Schedules thereto (as from time to time modified in accordance with the provisions contained therein) and (unless the context requires otherwise) includes any deed or other document executed in accordance with the provisions thereof (as from time to time modified as aforesaid) and expressed to be supplemental thereto;

**"Valuation"** means the valuation of 33 of the Mortgaged Properties dated on or about the Closing Date prepared by Knight Frank and addressed to the Borrower, the Borrower Security Trustee and each of the Lead Managers, valuing the existing use value of the Mortgaged Properties;

**"Valuation Report"** means the report dated on or about the Closing Date relating to the Valuation and addressed to the Borrower, the Borrower Security Trustee and each of the Lead Managers;



"**VAT**" means value added tax as imposed by the VATA and legislation supplemental thereto or by the LVATL, including any other tax of a similar nature substituted for, or levied in addition to such tax whether in the United Kingdom, in Luxembourg, or elsewhere;

"**VAT Letter of Credit**" means a letter of credit provided pursuant to the Tax Deed of Covenant in relation to the parallel protective assessments raised by H.M. Customs and Excise in relation to certain VAT arrangements of the BUPA Securitisation Group;

"**VAT Report**" means the report prepared by the Obligor Reporting Accountants dated on or about the Closing Date concerning VAT issues relevant to the BUPA Securitisation Group and addressed to the Borrower, the Borrower Security Trustee and each of the Lead Managers;

"**VATA**" means the Value Added Tax Act 1994;

"**Wellness Health Screening Franchise Agreement**" means the wellness health screening franchise agreement dated on or about the Closing Date and made between BUPA Occupational Health Services Limited and BUPA (as the relevant Services Suppliers) and the Borrower;

"**Withholding Tax Letter of Credit**" means a letter of credit dated on or about the Closing Date and made between the Issuer and the LOC Provider pursuant to the Tax Deed of Covenant;

"**Working Capital Reserve Account**" means a reserve account known as the "Working Capital Reserve Account" held in the name of the Borrower and maintained by the Borrower Securitisation Account Bank pursuant to the terms of the Borrower Account Bank and Cash Management Agreement and having account number 57320617 and sort code 40-05-15, or such other account as may be opened in accordance with Clause 13 (*Maintenance of the Accounts*) of the Borrower Account Bank and Cash Management Agreement at any branch of the Borrower Securitisation Account Bank or at an Eligible Bank in replacement of such account;

## SCHEDULE 4

### DETAILS OF OBLIGOR ACCOUNTS

Obligor	Bank Details	Account No.	Obligor Account	Sort Code
<b>Specific Accounts</b>				
BUPA Hospitals Limited	HSBC Bank plc	57320558	Borrower IPD Payment Account	40-05-15
BUPA Hospitals Limited	HSBC Bank plc	57320566	Borrower Disposal Proceeds Account	40-05-15
BUPA Hospitals Limited	HSBC Bank plc	57320574	Capex Reserve Account	40-05-15
BUPA Hospitals Limited	HSBC Bank plc	57320590	Borrower Distribution Reserve Account	40-05-15
BUPA Hospitals Limited	HSBC Bank plc	57320582	Forward Commitment Account	40-05-15
BUPA Hospitals Limited	HSBC Bank plc	57320609	Borrower Reserves Account	40-05-15
BUPA Hospitals Limited	HSBC Bank plc	57320617	Working Capital Reserve Account	40-05-15
<b>Obligor Operating Accounts</b>				
BUPA Hospitals Limited	National Westminster Bank Plc	15510123	BH Belvedere	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	15510069	BH Bushey	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	15510204	BH Cambridge Lea	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	15510042	BH Cardiff	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	15510182	BH Chalybeate	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	15510190	BH Clare Park	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	15510115	BH Dunedin	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	16609352	BH Edinburgh - Murrayfield	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	15510220	BH Fylde Coast	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	15510107	BH Gatwick Park	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	15510077	BH Harpenden	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	15510212	BH Hartwood	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	15510271	BH Hull	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	15510131	BH Leeds	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	15510158	BH Leicester	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	15510174	BH Little Aston	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	15510034	BH Manchester	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	16638859	BH Manchester Medico Legal	60-80-08

BUPA Hospitals Limited	National Westminster Bank Plc	15510239	BH North Cheshire	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	15510085	BH Norwich	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	15510263	BH Parkway	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	15510093	BH Portsmouth	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	15510166	BH Roding	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	15510255	BH Southbank	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	15510247	BH St. Saviours	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	15510298	BH Wellesley	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	15510050	BH Wirral	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	15510018	BUPA Health Services	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	16709853	BH Hastings	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	15510301	BH Alexandra	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	15510336	BH Bristol	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	15510328	BH Elland	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	04006909	BH Tunbridge Wells	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	16752856	BUPA Hospitals Limited - Payments Account	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	16752864	BUPA Hospitals Limited - Receipt Account	60-80-08
BUPA Hospitals Limited	National Westminster Bank Plc	95754792	BUPA Hospitals Limited - BACS	60-80-08
BUPA Gatwick Park Hospital Limited	National Westminster Bank Plc	95725164	BGPHL - Current Account	60-80-08
BUPA Gatwick Park Hospital Limited	National Westminster Bank Plc	95734015	BGPHL - BACS Account	60-80-08
BHS Leasing (1992) Limited	National Westminster Bank Plc	16605578	BHSL (1992) L - Current Account	60-80-08
BHS Leasing (1994) Limited	National Westminster Bank Plc	16611217	BHSL (1994) - L - Current Account	60-80-08
BHSL Properties Limited	National Westminster Bank Plc	16614917	BHSL - Current Account	60-80-08
BUPA Purchasing Limited	National Westminster Bank Plc	16614925	BPL - Current Account	60-80-08
BUPA Purchasing Limited	National Westminster Bank Plc	95757414	BPL - BACS Account	60-80-08
Hospitals Leasing (One) Limited	National Westminster Bank Plc	95757392	HL(O)L - Current Account	60-80-08

Hospitals Leasing (Two) Limited	National Westminster Bank Plc	95757406	HL(T)L - Current Account	60-80-08
BUPA Power & Leasing Limited	National Westminster Bank Plc	95756574	BPLL - BACS	60-80-08
Goldsborough Developments Limited	National Westminster Bank Plc	86714589	GDL - Main Account	60-60-05
Goldsborough Developments Limited	National Westminster Bank Plc	95754849	GDL - BACS	60-80-08
Goldsborough Developments Limited	National Westminster Bank Plc	86650904	GDL - BUPA Methley Park Hospital	60-60-05
Goldsborough Developments Limited	National Westminster Bank Plc	TBN	GDL - BUPA Hospital Washington	60-80-08
Goldsborough Developments Limited	National Westminster Bank Plc	TBN	GDL - BUPA Regency Hospital	60-80-08
Goldsborough Developments Limited	National Westminster Bank Plc	TBN	GDL - BUPA Yale Hospital	60-80-08
BUPA Medical Supplies Limited	National Westminster Bank Plc	30903262	BUPA Medical Supplies Limited	60-60-05
BUPA Medical Supplies Limited	National Westminster Bank Plc	30903270	BUPA Medical Supplies Limited	60-60-05
BUPA Medical Supplies Limited	National Westminster Bank Plc	95754830	BUPA Medical Supplies Limited - BACS	60-80-08
BUPA Hospitals (Holdings) Limited	National Westminster Bank Plc	95757384		60-80-08

## SCHEDULE 5

### DETAILS OF REAL PROPERTY

#### Part 1

#### English Real Property

Short name	Name of Chargor	Details of Interest	Title Numbers (if registered at H.M. Land Registry)
Bristol	BUPA Power & Leasing Limited	Lease of 9 December 1991 between BHL Hospitals Limited (1) and BUPA Power & Leasing Limited (2)	Unregistered
Bushey	BUPA Power & Leasing Limited	Lease of 9 December 1991 between BUPA Hospitals Limited (1) and BUPA Power & Leasing Limited (2)	Unregistered
Cambridge, Lea	BUPA Power & Leasing Limited	Lease of 9 December 1991 between BHSL Properties Limited (1) and BUPA Power & Leasing Limited (2)	Unregistered
Cardiff	BUPA Power & Leasing Limited	Lease of 9 December 1991 between BUPA Hospitals Limited (1) and BUPA Power & Leasing Limited (2)	Unregistered
Chalybeate, Southampton	BUPA Power & Leasing Limited	Lease of 9 December 1991 between BHSL Properties Limited (1) and BUPA Power & Leasing Limited (2)	Unregistered
Clare Park, Crondall	BUPA Power & Leasing Limited	Lease of 9 December 1991 between BUPA Clare Park Clinic Properties Limited (1) and BUPA Power & Leasing Limited (2)	Unregistered
Fylde Coast, Blackpool	BUPA Power & Leasing Limited	Lease of 9 December 1991 between BUPA Hospitals Limited (1) and BUPA Power & Leasing Limited (2)	Unregistered
Gatwick Park	BUPA Power & Leasing Limited	Lease of 9 December 1991 between BUPA Hospitals Limited (1) and BUPA Power & Leasing Limited (2)	Unregistered
Harpenden	BUPA Power & Leasing Limited	Lease of 9 December 1991 between BUPA Hospitals Limited (1) and BUPA Power & Leasing Limited (2)	Unregistered
Hartwood, Brentwood	BUPA Power & Leasing Limited	Lease of 9 December 1991 between BUPA Hospitals Limited (1) and BUPA Power & Leasing Limited (2)	Unregistered

Short name	Name of Chargor	Details of Interest	Title Numbers (if registered at H.M. Land Registry)
Hull and East Riding	BUPA Power & Leasing Limited	Lease of 9 December 1991 between BHSL Properties Limited (1) and BUPA Power & Leasing Limited (2)	Unregistered
Leeds (Roundhay Hall)	BUPA Hospitals Limited	Lease of 9 December 1991 between BUPA Hospitals Limited (1) and BUPA Power & Leasing Limited (2)	Unregistered
Little Aston	BUPA Power & Leasing Limited	Lease of 9 December 1991 between BUPA Hospitals Limited (1) and BUPA Power & Leasing Limited (2)	Unregistered
Manchester	BUPA Power & Leasing Limited	Lease of 9 December 1991 between BUPA Hospitals Limited (1) and BUPA Power & Leasing Limited (2)	Unregistered
Norwich	BUPA Power & Leasing Limited	Lease of 9 December 1991 between BUPA Hospitals Limited (1) and BUPA Power & Leasing Limited (2)	Unregistered
Portsmouth	BUPA Power & Leasing Limited	Lease of 9 December 1991 between BUPA Hospitals Limited (1) and BUPA Power & Leasing Limited (2)	Unregistered
Roding, Ilford	BUPA Power & Leasing Limited	Lease of 9 December 1991 between BUPA Hospitals Limited (1) and BUPA Power & Leasing Limited (2)	Unregistered
Solihull, Parkway	BUPA Power & Leasing Limited	Lease of 9 December 1991 between BUPA Hospitals Limited (1) and BUPA Power & Leasing Limited (2)	Unregistered
South Bank, Worcester	BUPA Power & Leasing Limited	Lease of 9 December 1991 between BHSL Properties Limited (1) and BUPA Power & Leasing Limited (2)	Unregistered
St Saviours	BUPA Power & Leasing Limited	Lease of 9 December 1991 between BHSL Properties Limited (1) and BUPA Power & Leasing Limited (2)	Unregistered
Warrington, North Cheshire	BUPA Power & Leasing Limited	Lease of 9 December 1991 between BUPA Hospitals Limited (1) and BUPA Power & Leasing Limited (2)	Unregistered
Wellesley	BUPA Power & Leasing Limited	Lease of 9 December 1991 between BUPA Wellesley Hospital Limited (1) and BUPA Power & Leasing Limited (2)	Unregistered
Wirral	BUPA Power & Leasing Limited	Lease of 9 December 1991 between BUPA Hospitals Limited (1) and BUPA Power & Leasing Limited (2)	Unregistered

Short name	Name of Chargor	Details of Interest	Title Numbers (if registered at H.M. Land Registry)
Bristol	BHSL Properties Limited	Lease of 29 October 1996 between BHL Hospitals Limited (1) and BHSL Properties Limited (2)	Unregistered
	BUPA Hospitals Limited	Lease of 6 November 1996 between BHSL Properties Limited (1) and Mainreview Limited (2)	Unregistered
Cambridge, Lea	BHSL Properties Limited	Lease of 15 November 1993 between BUPA Hospitals Limited (1) and BHSL Properties Limited (2)	Unregistered
	BUPA Hospitals Limited	Lease of 15 November 1993 between BHSL Properties Limited (1) and BUPA Hospitals Limited (2)	Unregistered
Clare Park, Crondall	BHSL Properties Limited	Lease of 8 February 1996 between BUPA Hospitals Limited (1) and BHSL Properties Limited (2)	Unregistered
	BUPA Hospitals Limited	Lease of 8 February 1996 between BHSL Properties Limited (1) and Mainreview Limited (2)	Unregistered
Elland, Halifax	BHSL Properties Limited	Lease of 29 October 1996 between BHL Hospitals Limited (1) and BHSL Properties Limited (2)	Unregistered
	BUPA Hospitals Limited	Lease of 6 November 1996 between BHSL Properties Limited (1) and Mainreview Limited (2)	Unregistered
Gatwick Park	BHSL Properties Limited	Lease of 23 November 1993 between BUPA Hospitals Limited (1) and BHSL Properties Limited (2)	Unregistered
	BUPA Hospitals Limited	Lease of 23 November 1993 between BHSL Properties Limited (1) and BUPA Hospitals Limited	Unregistered
Hartwood, Brentwood	BHSL Properties Limited	Lease of 12 November 1996 between BUPA Hospitals Limited (1) and BHSL Properties Limited (2)	Unregistered
	BUPA Hospitals Limited	Lease of 12 November 1996 between BHSL Properties Limited (1) and Mainreview Limited (2)	Unregistered

Short name	Name of Chargor	Details of Interest	Title Numbers (if registered at H.M. Land Registry)
Leicester	BHSL Properties Limited	Lease of 29 October 1996 between BUPA Hospitals Limited (1) and BHSL Properties Limited (2)	Unregistered
	BUPA Hospitals Limited	Lease of 6 November 1996 between BHSL Properties Limited (1) and Mainreview Limited (2)	Unregistered
Little Aston	BUPA Hospitals Limited	Lease of 12 November 1996 between BHSL Properties Limited (1) and Mainreview Limited (2)	Unregistered
	BHSL Properties Limited	Lease of 12 November 1996 between BUPA Hospitals Limited (1) and BHSL Properties Limited (2).	Unregistered
Warrington, North Cheshire	BHSL Properties Limited	Lease of 29 October 1996 between BUPA Hospitals Limited (1) and BHSL Properties Limited (2)	Unregistered
	BUPA Hospitals Limited	Lease of 6 November 1996 between BHSL Properties Limited (1) and Mainreview Limited (2)	Unregistered
Alexandra, Maidstone, Kent	BUPA Hospitals Limited	Freehold property known as BUPA Alexandra Hospital, Impton Lane, Walderslade, Kent, ME5 9PG	K550839
Bristol	BUPA Hospitals Limited	Freehold property known as BUPA Hospital Bristol, Redland Hill, Durdham Down, Bristol, BS6 6UT	AV81072 AV134619
Bushey	BUPA Hospitals Limited	Freehold property known as land and buildings at Heathbourne Road and Clay, Bushey, Hertfordshire	HD114339 HD351767
Cambridge, Lea	BUPA Hospitals Limited	Freehold property known as land and buildings lying to the south-east and east of New Road, Impington, Cambridgeshire	CB147796 CB133453
Cardiff	BUPA Hospitals Limited	Freehold property known as BUPA Hospital Cardiff, Croescardarn Road, Pentwyn, Cardiff, CF23 8XL	WA617582
Chalybeate, Southampton	BUPA Hospitals Limited	Freehold property known as BUPA Chalybeate Hospital, Tremona Road, Southampton	HP226289
Clare Park, Crondall	BUPA Hospitals Limited	Freehold property known as BUPA Clare Park Hospital, Clare Park, Crondall and land lying to the north of Clare Park	HP466786 HP452352



Short name	Name of Chargor	Details of Interest	Title Numbers (if registered at H.M. Land Registry)
Dunedin	BUPA Hospitals Limited	Leasehold property known as 72 Berkeley Avenue, Reading as is comprised in a Lease of 1 November 1984 between John Philip Lawton and Ian Godfrey Highley (1) and Dunedin Nursing Home (Reading) Limited (2)	BK224926
		Freehold property known as 20 Bath Road, Reading	BK162249
		Leasehold property known as 22 Bath Road, Reading comprised in a Lease of 27 November 2001 between GL Saunders (1) and BUPA Hospitals Limited (2)	Unregistered
		Freehold land known as 16 Bath Road, Reading	BK120985
		Freehold land known as 18 Bath Road, Reading	BK30897
Elland, Halifax	BUPA Hospitals Limited	Freehold property known as Elland Hospital, Elland Land, Elland	WYK316242 WYK316272
Fylde Coast, Blackpool	BUPA Hospitals Limited	Freehold property known as BUPA Fylde Coast Hospital, St Walburgas Road, Blackpool, Lancashire, FY3 8BP	LA439450
Gatwick Park	BUPA Hospitals Limited	Leasehold property known as Gatwick Park Hospital, Povey Cross Road, Horley as is contained in a lease dated 1 October 1982 made between Fairfield (Properties) Gatwick Limited (1) and Gatwick Park Hospital Limited (2)	SY514432
Harpenden	BUPA Hospitals Limited	Freehold property known as BUPA Hospital, 85 Harpenden Ambrose Lane, Harpenden, Hertfordshire, AL5 4BP	HD370220 HD144288
Hartwood, Brentwood	BUPA Hospitals Limited	Freehold property known as BUPA Hartwood Hospital, Eagle Way, Warley, Brentwood, Essex,.	EX254375
		Leasehold property known as part of BUPA Hartwood Hospital as is contained in a lease dated 26 November 1981 made between Anderson Harold Limited (1) and Seltahart Clinics (Brentford) Limited (2)	EX258844

Short name	Name of Chargor	Details of Interest	Title Numbers (if registered at H.M. Land Registry)
Hastings	BHL Properties Limited	Leasehold property known as BUPA Hospitals Hastings, The Ridge, St Leonards on Sea, East Sussex, TN37 7RE as is contained in a lease dated 1 February 2000 made between Hastings & Rother NHS Trust (1) BHL Properties Limited (2) and BUPA Hospitals Limited (3)	Unregistered
Hull and East Riding	BUPA Hospitals Limited	Freehold property known as BUPA Hull and East Riding Hospital, Lowfield Road, Anlaby	HS213609
Leeds (Roundhay Hall)	BUPA Hospitals Limited	Freehold property known as Roundhay Hall Hospital, Roundhay, Leeds, West Yorkshire	WYK385357
Leicester	BUPA Hospitals Limited	Leasehold property known as BUPA Gartree Hospital, Gartree Road, Oadby, Leicester, LE2 2FF as is contained in a lease dated 15 April 1988 made between CWS (1) and BUPA Hospital Properties Limited (2)	LT205080
Little Aston	BUPA Hospitals Limited	Freehold property known as The BUPA Hospital, Aldridge Road, Little Aston, Shenstone	SF186961
Manchester	BUPA Hospitals Limited	Freehold property known as BUPA Hospital, 85 Whalley Road and 83 Russell Road, Whalley Range, Manchester	GM138473
Methley Park	Goldsborough Developments Limited	Freehold property known as BUPA Methley Park Hospital, Methley Lane, Methley, Leeds, LS26 9HG	WYK303836
Norwich	BUPA Hospitals Limited	Freehold property known as BUPA Hospital and Medical Centre, Old Walton Road, Colney, Norwich, NR4 7TD	NK127079
Portsmouth	BUPA Hospitals Limited	Freehold property known as BUPA Hospital, Bartons Road, Havant, Hampshire	HP222592
Regency, Macclesfield	Goldsborough Developments Limited	Freehold property known as The Regency Hospital, Cumberland Street, Macclesfield	CH315904
Roding, Ilford	BUPA Hospitals Limited	Freehold property known as the BUPA Hospital being land lying on the west side of Roding Lane, South Ilford	EGL144652

Short name	Name of Chargor	Details of Interest	Title Numbers (if registered at H.M. Land Registry)
Solihull, Parkway	BUPA Hospitals Limited	Leasehold property comprised of all that land and buildings on the north west side of Damson Parkway as is contained in a lease dated 6 June 1983 made between The Metropolitan Borough of Solihull (1) and Solihull Hospital Limited (2) and a lease dated 27 May 1981 made between The Metropolitan Borough of Solihull (1) and Seltahart Clinics (Solihull) Limited (2)	WM223608 WM292277
South Bank, Worcester	BUPA Hospitals Limited	Freehold property known as BUPA South Bank Hospital, 139 Bath Road Worcester, WR5 34B	HW47577
St Saviours	BUPA Hospitals Limited	Freehold property known as St Saviours Hospital, Seabrook Road, Hythe, land to the north of Seabrook Road and 71 Seabrook Road, Hythe, Kent	K408228 K403946 K499641
Tunbridge Wells	BUPA Hospitals Limited	Freehold property known as BUPA Tunbridge Wells Hospital, Ashurst Park, Fordcombe Road, Fordcombe	K699273 K584205
Warrington, North Cheshire	BUPA Hospitals Limited	Freehold property known as BUPA North Cheshire Hospital, Tarporley Road, Stretton, Warrington  All that freehold land the subject matter of a Statutory Declaration dated 31 May 2002 and declared by Richard Backhouse in respect of which an application for registration with possessory title was made to HM Land Registry on 14 June 2002.	CH60247  Unregistered
Washington	Goldsborough Developments Limited	Leasehold property known as BUPA Hospital Washington, Picktree Lane, Rickleton, Washington, Tyne and Wear, NE38 9JZ as is contained in a lease dated 22 July 1988 made between Commission for the New Towns (1) and Financial & Professional (Hospital) services Limited (2)	TY222310
Wellesley	BUPA Hospitals Limited	Freehold property known as land on the north side of Eastern Avenue, Southend-on-Sea	EX246338
Wirral	BUPA Hospitals Limited	Freehold property known as BUPA Hospital, Lower Thingwall Lane, Banston, Murrayfield, Wirral	MS128990 CH83681

<b>Short name</b>	<b>Name of Chargor</b>	<b>Details of Interest</b>	<b>Title Numbers (if registered at H.M. Land Registry)</b>
Yale, Wrexham	Goldsborough Developments Limited	Leasehold property known as BUPA Yale Hospital, Wrexham Technology Park, Croesnewydd Road, Wrexham, LL13 7YP as is contained in a lease dated 22 July 1987 made between Clwyd County Council (1) Bioplan Developments Limited (2) and Bioplan Holdings plc (3)	WA510296

## **Part 2**

### **Scottish Real Property**

<b>Short Name</b>	<b>Name of Chargor</b>	<b>Details of Interest</b>	<b>Title Numbers (if registered at Land Register of Scotland)</b>
Murrayfield	BUPA Hospitals Limited	Feudal (freehold) land known as Murrayfield Hospital, 122 Corstophine Road, Edinburgh, EH12 6UD	Sasine Register

## SCHEDULE 6

### EXCLUDED PROPERTY

Premises	Date of Lease	Parties	Term
Part First Floor, Building 1, The Anchorage, Salford Quays, Salford	3rd July, 1996	Amec Properties Limited (1) BUPA Purchasing Limited (2) BUPA Investments Limited (3)	From 1st September, 1995 to 20th January, 2017
Second Floor and Part First Floor, Building 1, The Anchorage, Salford Quays, Manchester	30th November, 1995	Amec Properties Limited (1) BUPA Purchasing Limited (2) BUPA Investments Limited (3)	From 1st September, 1995 to 20th January, 2017
Ground Floor, 27 Hanborough House, Long Hanborough Business Centre, Long Hanborough, Oxfordshire	23rd October, 2000	Hanborough Developments Limited (1) BUPA Purchasing Limited (2)	5 years from 1st January, 2000
Unit 2, Courtyard 2, Bedfont Industrial Park North in the London Borough of Hounslow	25th August, 1995	Barclays Bank plc as Trustee for Hanover Property Unit Trust (1) BUPA Purchasing Limited (2)	10 years from 27th October, 1995
The Cheshire Eye Clinic, Ground Floor, Westgate, 75 Alderley Road, Wilmslow, Cheshire	8th June, 1998	G.P. Leyland (1) BUPA Hospitals Limited (2)	10 years from 8th June, 1998
Battlebridge House, 300/306 Grays Inn Road, London WC1	19th January, 1979	MEPC Limited (1) BUPA Medical Centre Limited (current tenant BUPA Hospitals Limited) (2) BUPA Investments Limited (3)	
Spelthorne (Gill) House, Thames Street, Staines - switchroom on ground floor in comms. Room and electricity cupboard at above premises	1st February, 1993	BUPA Investments Limited (1) BUPA Power & Leasing Limited (2)	30th June, 1990 to 29th June, 2011
BUPA House, 42-48 (even) High Road, South Woodford, London - switchroom in car park of above premises	1st February, 1993	BUPA Investments Limited (1) BUPA Power & Leasing Limited (2)	30th June, 1990 to 21st June, 2006

Premises	Date of Lease	Parties	Term
Ground Floor, Unit C1 Fairways Office Park, Livingston			
403 Mansfield Road and 2/4 Watcombe Road, Nottingham NG5 as the same is registered at H.M. Registry under Title Numbers NT 55795, NT563209 and NT56137			

## SCHEDULE 7

### DETAILS OF INSURANCE POLICIES

<b>Combined Property and Liability</b>	
Insurer	Royal & Sun Alliance Insurance Group plc
Policy No	R212LN 10823
<b><i>Property Damage Section</i></b>	
Cover	All risks of physical loss or damage including full theft cover, glass and subsidence
Risks Covered	All property and interests of the insured or held by them in trust or on commission for which they are responsible or wish to assume responsibility
Situations	Any premises owned, occupied or leased by the insured or to which property has been temporarily removed anywhere in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, Ireland and Spain
<b><i>Business Interruption Section</i></b>	
Cover	All risks of physical loss or damage
Risks Covered	Loss of revenue and increased costs of working following loss, destruction or damage of premises, including rent receivable, additional increased cost of working and infectious diseases
Situations	Any premises owned, occupied or leased by the insured or to which property has been temporarily removed in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, Ireland and Spain
<b><i>Money Section</i></b>	
Cover	All risks of physical loss or damage (as defined below)
Risks Covered	(1) <i>Negotiable Money</i> – including (but not limited to) cash, bank and currency notes, uncrossed cheques, bankers drafts, uncrossed postal orders, stamps, luncheon vouchers and credit company sales vouchers
	(2) <i>Non-negotiable Money</i> – including (but not limited to) crossed cheques, crossed postal orders, crossed money orders, stamped national insurance cards
	(3) Any safe, strongroom, cash dispenser, case, bag or waistcoat

	(4) Stamp franking machine
Situations	Any premises owned, occupied or leased by the insured or to which property has been temporarily removed anywhere in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and Ireland
<b>Computer Section</b>	
Cover	All risks of physical loss or damage (as defined below)
Risks Covered	(2) Loss or damage to computer installation (including peripheral and terminal equipment, telecommunications equipment, including air conditioning and associated power supply conversion and transmission equipment, excluding ducting, floors, walls, ceilings, and other structures), and data carrying materials, tapes, cards and discs and the like (excluding paper records) used in connection with the installation
<b>Employers Liability Section</b>	
Cover	Legal liability to pay damages or compensation and claimants' costs and expenses in respect of death, bodily injury, illness or disease caused to any employee of the insured arising out of and in the course of their employment in connection with the business
Situation	The United Kingdom, Ireland and whilst elsewhere in the world when employees are engaged temporarily abroad
<b>Primary Public/Products Liability (including Financial Loss) Section</b>	
Cover	Legal liability to pay damages or compensation including claimants' costs and expenses in respect of third party death, bodily injury, illness or disease, damage to third party property or financial loss happening in connection with the business.
	NB pollution cover is restricted to incidents that are sudden, unintended, unforeseen and accidental
Situation	Great Britain, Northern Ireland, Ireland, the Isle of Man, the Channel Islands, Hong Kong, Gibraltar, Cyprus, Malta and Spain
<b>Primary Professional Liability Section</b>	
Cover	Legal liability to pay damages or compensation including claimants' costs and expenses and other costs and expenses incurred with the Insurer's written consent arising out of any neglect, error or omission committed by or on behalf of the insured in connection with the business



Situation	Great Britain, Northern Ireland, Ireland, the Isle of Man, the Channel Islands, Hong Kong, Gibraltar, Cyprus, Malta and Spain
<b>Excess Employers Liability</b>	
Insurer	Chubb Insurance of Europe 40% AIG Europe (UK) Ltd 60%
Policy No	TBA
<b>Public Products and Professional Indemnity/Medical Negligence – First Excess Layer</b>	
Insurer	Royal & Sun Alliance Insurance Group plc 60% Mitsui Sumitomo Insurance Co (Europe) Ltd 40%
Policy No	TBA
<b>Public Products and Professional Indemnity/Medical Negligence – Second Excess Layer</b>	
Insurer	XL Dublin
Policy No	TBA
<b>Public Products and Professional Indemnity/Medical Negligence – Third Excess Layer</b>	
Insurer	Zurich Specialties London Limited
Policy No	TBA
<b>Annual Contract Works</b>	
Insurer	Gerling General Insurance Company
Policy No	59 A 0050
Type of cover	Construction material damage and additional costs of completion insurance
<b>Terrorism</b>	
Insurer	Pool Re
Policy No	TBA
Risks covered	All property and business interruption interests of the insured are held by them in trust for which they are responsible or wish to assume responsibility for.
<b>Engineering Inspection</b>	
Insurer	Royal & Sun Alliance Insurance Group plc
Policy No	FTM 0491

<b>Pension Fund Trustees Liability</b>	
Insurer	Royal & Sun Alliance Insurance Group plc
Policy No	TBA
<b>Directors and Officers Liability</b>	
Insurer	Royal & Sun Alliance Insurance Group plc
Policy No	TBA
<b>Personal Accident</b>	
Insurer	Royal & Sun Alliance Insurance Group plc
Policy No	PA 00027861
<b>Crimeguard/Fidelity Guarantee</b>	
Insurer	Royal & Sun Alliance Insurance Group plc
Policy No	TBA
<b>Motor Fleet</b>	
Insurer	Norwich Union Insurance
Policy No	MF954901259
Vehicles covered	Any motor vehicle or commercial vehicle belonging to or hired or lent to the insured
Cover	Comprehensive (excluding windscreen cover)
Class of Use	Use in connection with the insured's business and for social, domestic and pleasure purposes
Territorial Limits	Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, all member countries of the European Community, Austria, Czech Republic, Finland, Hungary, Norway, Slovakia, Sweden and Switzerland

**SCHEDULE 8**  
**DETAILS OF INTELLECTUAL PROPERTY**

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## SCHEDULE 9

### DETAILS OF OBLIGOR SPECIFIED CONTRACTS

Specified Contract	Transaction Parties
BIL Subordinated Loan Agreement	Borrower and BIL
Borrower Account Bank and Cash Management Agreement	Obligors, Dolphyn, Borrower Cash Manager, Borrower Account Banks and Borrower Security Trustee
CGT Letters of Credit	Borrower, HL (One), HL (Two) and LOC Provider
VAT Letter of Credit	Borrower, BUPA Purchasing and BUPA Power and LOC Provider
IT Services Agreements	Borrower and BUPA
Property Services Agreement	Borrower and BUPA
Purchasing Services Agreement	Borrower and BUPA
Wellness Health Screening Franchise Agreement	Borrower, BUPA and BUPA Occupational Health Services Limited
Intra-Group Trade Mark Agreement	Borrower and BUPA
BRHL Secondment Agreement	Borrower, BUPA and BRHL
Deed of Assignment	BHSL 92 and General Leasing Limited

## SCHEDULE 10

### DETAILS OF SHARES

Obligor	Company Number	Name of Investment	Company Number	Shareholding (Percentage of ordinary shares)
BUPA Hospitals (Holdings) Limited	4313890	BUPA Hospitals Limited	1522532	100%
BUPA Hospitals Limited	1522532	BHL Properties Limited	1553924	100%
		BHS Leasing (1992) Limited	833290	100%
		BHS Leasing (1994) Limited	1584802	100%
		BHSL Properties Limited	1553924	100%
		BUPA Gatwick Park Hospital Limited	1631737	100%
		BUPA Medical Supplies Limited	2366655	100%
		BUPA Power & Leasing Limited	2507866	100%
		BUPA Purchasing Limited	1461499	100%
		Goldsborough Developments Limited	1879848	100%
		Hospitals Leasing (One) Limited	4300452	100%
		Hospitals Leasing (Two) Limited	1526619	100%
		Indexscreen Limited	4313892	100%
Goldsborough Developments Limited	1879848	Tunbridge Wells Independent Hospital Limited	2345071	100%

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02507866

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 17th JULY 2002 AND CREATED BY BUPA POWER & LEASING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HSBC TRUSTEE (C.I.) LIMITED AS BORROWER SECURITY TRUSTEE (AS DEFINED THEREIN) 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 31st JULY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd AUGUST 2002.

LC  
Ran



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES