

M

Particulars of a mortgage or charge

395

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Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

1111/

2725154

Name of company

ANS CONTRACT HEALTHCARE (HARTLEPOOL) LIMITED (the "Company")

\* insert full name  
of company

Date of creation of the charge

23rd December, 1994

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

Debenture (the "Deed") dated 23rd December, 1994 and made between the Company (1)  
in favour of MeesPierson N.V. (the "Bank") (2)

Amount secured by the mortgage or charge

All monies, obligations and liabilities whether actual or contingent, now or hereafter due,  
owing or incurred to the Bank by the Company under any Finance Document.

"Facility Agreement" means the facility agreement made between the Company and the  
Bank dated 23rd December, 1994;

"Finance Documents" means as described in clause 1.2 of the Facility Agreement;

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

MeesPierson N.V.

Princes House, 95 Gresham Street,

London

Postcode

EC2V 7NA

Norton Rose

Bank of America  
N.A. (USA)  
100 Wall Street  
New York  
10038

Telephone (0)20 557 0000

Bank of America  
N.A. (USA)  
100 Wall Street  
New York  
10038

Ref: BIC 94/VH13917  
0001F395 mpt

Presenter's  
reference

Time critical reference

For official Use  
Mortgage Section

Post room

28 DEC 1994



See continuation sheet no.1, page 4

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Particulars as to commission allowance or discount (note 3)

NIL

Signed Morton Rose Date 23rd December 1999

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

† 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.

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# Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

Please complete  
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bold block lettering

Company number

2725154

Name of company

ANS CONTRACT HEALTHCARE (HARTLEPOOL) LIMITED (the "Company")  
Limited\*

\*delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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**Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)**

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**1.1 In clause 3 of the Deed the Borrower as beneficial owner charges to the Bank:**

- (a) by way of first fixed charge (and as regards all those parts of the freehold and leasehold property in England and Wales now or in the future vested in the Company by way of first legal mortgage) as a continuing security for the payment and discharge of the Secured Obligations for the payment and discharge of the Secured Obligations all of its right title benefit and interest in the following assets, both present and future from time to time:
- (i) all freehold and leasehold property (including, without limitation, the property specified in Schedule 1) and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land and all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property or land together with all rights, easements and privileges appurtenant to, or benefitting, the same;
  - (ii) all plant, machinery, vehicles, computers and office and other equipment and the benefit of all contracts and warranties relating to the same (other than the Assigned Documents Proceeds);
  - (iii) all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof;
  - (iv) all book and other debts, revenues and claims (other than the Assigned Documents Proceeds and Prior Insurance Rights), whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to the Company or purchased or otherwise acquired by it including, without limitation, any amount from time to time standing to the credit of any bank or other account with the Bank or any other person (other than the Balance) and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights;
  - (v) all moneys from time to time payable to the Company under or pursuant to the Insurances except pursuant to the Prior Insurance Rights including without limitation the refund of any premiums;
  - (vi) the Balance and all its rights, title, benefit and interest whatsoever, present and future in and to the Balance; and
  - (vii) all uncalled capital, goodwill and intellectual property.

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See Continuation Sheet No.2, page 4

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# Particulars of a mortgage or charge (continued)

Continuation sheet No 2  
to Form No 395 and 410 (Scot)

Please complete  
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Company number

2725154

Name of company

ANS CONTRACT HEALTHCARE (HARTLEPOOL) LIMITED (the "Company")  
Limited\*

\*delete if  
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

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- (b) by way of first floating charge, as continuing security for the payment and discharge of the Secured Obligations, its undertaking and all its other property, assets and rights whatsoever and wheresoever, both present and future, including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland.
- (c) by way of absolute assignment (but subject to clause 14.9 of the Deed) to the Bank, as a continuing security for the payment and discharge of the Secured Obligations, the Assigned Documents Proceeds and all its rights, title, benefit and interest whatsoever, present or future, in and to the Assigned Documents Proceeds PROVIDED THAT unless otherwise agreed between the Bank and the Company and except in any period whilst a Default is outstanding (and has not been remedied to the satisfaction of the Bank or waived by the Bank) the Bank shall pay all Assigned Documents Proceeds received by it into the Project Account promptly after receipt of the same.
- 1.2 Notwithstanding anything expressed or implied in the Deed, if the Company creates or attempts to create any Encumbrance save the Permitted Encumbrances over all or any of the Floating Charge Assets without the prior consent in writing of the Bank or if any person levies or attempts to levy any distress, execution, sequestration or other process or does or attempts to do any diligence in execution against any of the Floating Charge Assets, the floating charge created by clause 3.2 of the Deed over the property or asset concerned shall thereupon automatically without notice be converted into a fixed charge.
- 1.3 Notwithstanding anything expressed or implied in the Deed, the Bank shall be entitled at any time on or after the Enforcement Date by giving notice in writing to that effect to the Company to convert the floating charge over all or any part of the Floating Charge Assets into a fixed charge as regards the assets specified in such notice.

#### Schedule 1 The Properties

- 1 Land situated at Brierton Lane, Hartlepool, Cleveland comprising approximately 0.91 hectares which is the subject of the Primary Lease between (1) The Secretary of State for Health and (2) the Company.
- 2 The part of the land at Brierton Lane, Hartlepool, Cleveland, comprising approximately 0.13 hectares which is the subject of a Supplemental Lease between (1) The Secretary of State for Health and (2) The Company.
- 3 The part of the land at Brierton Lane, Hartlepool, Cleveland, comprising approximately 1.22 hectares which is the subject of the Residual Area Agreement between (1) The Secretary of State for Health and (2) The Company.

See Continuation Sheet No.3, Page 4

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# Particulars of a mortgage or charge (continued)

Continuation sheet No 3  
to Form No 395 and 410 (Scot)

Please complete  
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Company number

2725154

Name of company

ANS CONTRACT HEALTHCARE (HARTLEPOOL) LIMITED

Limited\*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Schedule 2The Assigned Documents  
Schedule 2(A)Please complete  
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- 1 Agreement dated 9th April, 1992 made between (1) the Secretary of State for Health, (2) High Care (Brierton) Limited and (3) the Authority together with, and as novated to the Company by, a Deed of Novation and Variation dated 23rd December 1994 and made between (1) the Secretary of State for Health, (2) the Authority, (3) the Company and (4) High Care (Brierton) Limited.
- 2 Agreement to be entered into between (1) the Secretary of State for Health and (2) the Company pursuant to clause 3.1.2 of the Hartlepool Agreement (and defined in the Hartlepool Agreement as the Repurchase Agreement).
- 3 The Construction Agreement (but subject to the rights of the Secretary of State for Health under Clause 4.1.3 of Schedule 2 to the Primary Lease).
- 4 The Healthcare Agreement.
- 5 Agreement to be entered into between (1) the Authority and (2) the Company pursuant to clause 4 of the Hartlepool Agreement (and defined in the Hartlepool Agreement as the Care Contract)
- 6 The Builder's Consultants' Warranties.

Schedule 2(B)

- 1 The Sub Contractor Warranty
- 2 The Collateral Warranties.

"Assigned Documents" means

- (i) the documents listed in Schedule 2(A) and (B); and
- (ii) each insurance policy (other than a policy relating to a Priority Insurance) and all other documents in connection with each such policy require to be effected by clause 6.1(c) of the Deed (except to the extent to which the Bank agrees, in relation to any particular policy, that it will be sufficient for the Bank to be named as loss payee thereof);

and "Assigned Document" means any one of them;

"Assigned Documents Proceeds" means:

- (i) all monies of whatsoever kind payable under the Assigned Documents to, or for the account, of the Company;
- (ii) all amounts in respect of liquidated or other damages payable to the Company under the Assigned Documents and all claims for damages made by the Company arising out of any breach of any Assigned Document; and

See Continuation Sheet No. 4, page 4

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# Particulars of a mortgage or charge (continued)

Continuation sheet No 4  
to Form No 395 and 410 (Scot)

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Company number

2725154

Name of company

ANS CONTRACT HEALTHCARE (HARTLEPOOL) LIMITED

Limited\*

Description of the instrument creating or evidencing the mortgage or charge (continued) (inc 2)

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Amount due or owing on the mortgage or charge (continued)

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**Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)**

Page 3

- (iii) all monies which may at any time become payable to, or for the account of, the Company pursuant to any policy of insurance (other than a policy relating to a Priority Insurance) which in any way relates to any Assigned Document;

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"Authority" means The Tees District Health Authority of Poole Hospital, Nunthorpe, Middlesbrough, Cleveland TS7 0NJ

"Balance" means all monies from time to time standing to the credit of the Project Account;

"Collateral Instruments" means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person;

"Encumbrances" means as described in clause 1.2 of the Facility Agreement;

"Enforcement Date" means the date on which the Bank properly declares that the rights of the Bank have become enforceable in accordance with clause 11.2 of the Facility Agreement;

"Floating Charge Assets" means the assets of the Company from time to time charged by the Deed by way of floating charge;

"Hartlepool Agreement" means as described in clause 1.2 of the Facility Agreement;

"Insurances" means all present and future contracts or policies of insurance (including life policies) in which the Company may have an interest;

"Lease" means as described in clause 1.2 of the Facility Agreement;

"Lease Insurances" means the policies of insurance required to be taken out pursuant to clause 7.2 of schedule 1 and clause 17.2 of schedule 2 to the Lease and any equivalent insurances required under the Supplemental Lease;

"Liability Period" means the period from the date of the Deed until the date on which all the obligations and liabilities of the Company to make any payment under any of the Finance Documents are discharged in full.

"Nursing Home" means as described in clause 1.2 of the Facility Agreement.

"Permitted Encumbrances" means as described in clause 1.2 of the Facility Agreement;

"Project Documents" means as described in clause 1.2 of the Facility Agreement;

"Priority Insurances" means all insurances effected by or for the benefit of the Company in respect of:

- (i) any Charged Assets (including without limitation loss or damage thereto) to the extent subject to Permitted Encumbrances securing liabilities or obligations ranking (or which the Bank has agreed shall rank) in priority to the Secured Obligations which without limitation shall include the Lease Insurances; and

See Continuation Sheet No. 5, page 4

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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No 5  
to Form No 395 and 410 (Scot)

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Company number

2725154

Name of company

ANS CONTRACT HEALTHCARE (HARTLEPOOL) LIMITED

Limited\*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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**Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)**

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- (ii) liabilities and obligations of the Company to persons other than the Bank including without limitation third party public and employer liability insurances, professional indemnity insurances in respect of the performance by the Company of its obligations as owner and/or operator of the Nursing Home and the insurances required to be effected by the Company to Clause 5.4.2 of the Care Contract and references to "Prior Insurance Rights" shall be reference to any rights of persons other than the Bank under or in respect of Priority Insurances including in respect of payments made thereunder (whether direct to them or via the Company or otherwise) and such payments themselves;

"Project Account" means the account in the name of Company (No: 200219) designated "ANS Contract Healthcare (Hartlepool) Limited - Project Account" with MeesPierson N.V. of Princes House, 95 Gresham Street, London EC2V 7NA or such other account as the Bank may approve and any sub-accounts into which any such account may be divided;

"Secured Obligations" means all monies, obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to the Bank by the Company under any Finance Document;

"Supplemental Lease" means as described in clause 1.2 of the Facility Agreement

Notes:

- 1 Clause 6.1 of the Deed provides that the Company undertakes to the Bank that, during the Liability Period, it shall:
- (a) Negative Pledge: not (without the prior written consent of the Bank) permit:
- (i) any Encumbrance (other than a Permitted Encumbrance) by the Company or any of its Subsidiaries to subsist, arise or be created or extended over all or any part of their respective present or future undertakings, assets, rights or revenues to secure or prefer any present or future Indebtedness of the Company or any of its Subsidiaries or any other person; or
- (ii) any Indebtedness of the Company or any of its Subsidiaries to be guaranteed or otherwise assured against financial loss by any person other than the Company or any of its Subsidiaries;
- (b) No disposals: not, except pursuant to the Repurchase Agreement, Lease or other express terms of the Project Documents (and procure that its Subsidiaries shall not) (without the prior written consent of the Bank) sell, transfer, lend or otherwise dispose of or cease to exercise direct control over any part (being either alone or when aggregated with all other disposals falling to be taken into account pursuant to this clause material in the opinion of the Bank in relation to the undertakings, assets, rights and revenues of the Company and its Subsidiaries) present or future undertaking, assets, rights or revenues (otherwise than by transfers, sales or disposals for full consideration in the ordinary course of trading) whether by one or a series of transactions related or not.

See Continuation Sheet No. 6, page 4

**Particulars of a mortgage or charge  
(continued)**

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Continuation sheet No 6  
to Form No 395 and 410 (Scot)

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Company number

2725154

Name of company

ANS CONTRACT HEALTHCARE (HARTLEPOOL) LIMITED

Limited\*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete  
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(c) without prejudice to the generality of clause 6.1(b) of the Deed except pursuant to the Repurchase Agreement, Lease or other express terms of the Project Documents not without the prior consent in writing of the Bank grant any lease, part with possession or share occupation of the whole or any part of any of the Properties or confer any licence, right or interest to occupy or grant any licence or permission to assign, underlet or part with possession of the same or any part thereof or permit any person:

- (i) to be registered (jointly with the Company or otherwise) as proprietor under the Land Registration Acts of any of the Properties nor create or permit to arise any overriding interest affecting the same within the definition in those Acts; or
- (ii) to become entitled to any right, easement, covenant, interest or other title encumbrance which might adversely affect the value or marketability of any of the Properties;

other than the provision of accommodation to patients admitted to the Properties where such patients do not acquire any tenancy or rights in the nature of a tenancy save for a tenancy at will;

- (d) except pursuant to the Repurchase Agreement, Lease or other express terms of the Project Documents not without the prior consent in writing of the Bank vary, surrender, cancel or dispose of, or permit to be forfeited, any leasehold interest of the Company in any of the Properties;
- (e) without prejudice to the generality of clause 6.1(b) of the Deed not dispose of any Charged Assets to any person who is connected (within the meaning of section 249 Insolvency Act 1986) with the Company save on terms previously approved in writing by the Bank;
- (f) collect in the ordinary course of business in a proper and efficient manner and pay into the Project Account or such other account as the Bank may from time to time specify all monies which it may receive in respect of the Debts or the Assignment Documents forthwith upon receipt;

2 Clause 5 of the Deed contains an agreement by the Company that:

- 2.1 The Company unconditionally and irrevocably agrees that any claim by it to the repayment of all or part of the Balance during the period between the Enforcement Date and the last day of the Liability Period (the "Enforcement Period") is and shall be subject to and conditional upon the Secured Obligations not being then outstanding and being paid and discharged in full and, accordingly, during the Enforcement Period neither the Company nor any person claiming under, through or on behalf of the Company may request, demand or require payment or repayment of, and the Bank shall be under no obligation whatsoever to pay or repay, all or any part of the Balance to the Company or any such other person or to release all or any part of the Balance from the security created by the Deed.
- 2.2 The Company agrees that the Bank may, at any time on or after the Enforcement Date, without notice or the making of a demand and notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of the Company's then

See Continuation Sheet No. 7, page 4

**Particulars of a mortgage or charge  
(continued)**

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Continuation sheet No 7  
to Form No 395 and 410 (Scot)

Company number

2725154

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Name of company

ANS CONTRACT HEALTHCARE (HARTLEPOOL) LIMITED

Limited\*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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existing accounts with the Bank (whatever the capacity in which the Bank holds such accounts) wheresoever situate (including the Project Account and any other account in the joint names of the Bank and of the Company), whether current, deposit, loan or of any other nature whatsoever, whether subject to notice or not and whether in Sterling or in any other currency, and may set off or transfer all or such part of the Balance as may be requisite and any sum standing to the credit of any one or more of any such accounts in or towards satisfaction of the Secured Obligations and all monies in the hands of, or available to, the Bank as a result thereof shall be applied in or towards satisfaction of the Secured Obligations in whatever order or manner as the Bank shall in its absolute discretion determine. Where such combination, set-off or transfer requires the conversion of one currency into another such conversion shall be calculated at the then prevailing spot rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing the currency for which the Company is liable in respect of any of the Secured Obligations with the currency in which the relevant Balance, or the sum standing to the credit of any other such account, is denominated.

- 3 Clause 7 of the deed contains an agreement by the Company to execute such further Encumbrances in favour of the Bank as the Bank shall from time to time require over all or any of the Charged Assets and all rights relating thereto, both present and future, and any other transfers, deeds, instruments, notices or other documents that the Bank may from time to time require for perfecting its title to the same or for vesting or enabling it to vest the same in itself or its nominees or in any purchaser, to secure the Secured Obligations or to facilitate realisation of the Charged Assets or the exercise of the powers conferred by the Deed on the Bank. Provided that the Company shall not be required to execute an Encumbrance over or restricting any Prior Insurance Rights or where this would cause the Borrower to be in breach of the terms of any document which creates a Charged Asset. Such further Encumbrances and all transfers, deeds, instruments, notices or other documents shall be prepared by or on behalf of the Bank at the cost of the Company and shall, if relevant, contain an immediate power of sale without notice exercisable after the Enforcement Date, a clause excluding section 93 and the restrictions contained in section 103 of the Law of Property Act 1925 and such other clauses for the benefit of the Bank as the Bank may require.
- 4 Clause 13.1 of the Deed provides that the Deed and the obligations of the Company under the Deed shall:
- (a) secure the ultimate balance from time to time owing to the Bank by the Company and shall be a continuing security during the Liability Period;
  - (b) be in addition to, and not prejudice or affect, any present or future Collateral Instrument, Encumbrance, right or remedy held by or available to the Banks or any of them and/or the Bank; and
  - (c) not merge with or be in any way prejudiced or affected by the existence of any such Collateral Instruments, Encumbrance, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Bank dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable or by the discharge, termination, amendment or waiver of any of the terms of any Relevant Document.

See Continuation Sheet No. 8, page 4

**Particulars of a mortgage or charge  
(continued)**

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Continuation sheet No 8  
to Form No 395 and 410 (Scot)

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Company number

2725154

Name of company

ANS CONTRACT HEALTHCARE (HARTLEPOOL) LIMITED

Limited\*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete  
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- 5 Clause 13.3 of the Deed provides that any release, discharge or settlement between the Company and the Bank shall be conditional upon no security, disposition or payment to the Bank by the Company or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Bank shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.
- 6 Clause 14.9 of the Deed provides that subject to Clause 13.3, after the end of the Liability Period, the Bank shall at the request and cost of the Company release the security created by this Deed and shall thereupon forthwith give notice of reassignment of the Assigned Documents and the Assigned Documents Proceeds and pay the Balance, if any, to the Company.

"Charged Assets" means all the undertaking, goodwill, property, assets and rights of the Company described in clauses 3.1, 3.2 and 3.3 of the Deed;

"Properties" means the assets of the Company described in Clause 3.1(a) of the Deed;

"Repurchase Agreement" means as described in Clause 1.2 of the Facility Agreement.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02725154

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 23rd DECEMBER 1994 AND CREATED BY ANS CONTRACT HEALTHCARE (HARTLEPOOL) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MEESPIERSON N.V. ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE FACILITY AGREEMENT DATED 23rd DECEMBER 1994 AND THE DEED (AS DEFINED THEREIN) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th DECEMBER 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th JANUARY 1995.

A. J. WAKEHAM

for the Registrar of Companies



C O M P A N I E S   H O U S E

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