

M

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

219660/26

17

02834015

Name of company

* Royal Bank Project Investments Limited (**RBPIL**).

Date of creation of the charge

29 July 2009.

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

An account charge dated 29 July 2009 between RBPIL and ProjectCo (as
defined below) (the **Account Charge**).

Amount secured by the mortgage or charge

7
RBPIL shall discharge all liabilities and perform all obligations which are
now or at any time hereafter may be due, owing or payable by it under the
Stockholders' Subscription Agreement (as defined below) (the **Secured
Obligations**).

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

Consort Healthcare (Birmingham) Limited a company incorporated in England
and Wales under registered number 5537895 having its registered office at
6th Floor, 350 Euston Road, Regents Place, London (**ProjectCo**).

Postcode NW1 3AX

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

Allen & Overy LLP
One Bishops Square
London
E1 6AD

SSQS/TOH BK:11961709

Time critical reference

For official Use (06/2005)

Mortgage Section

THURSDAY



AHXCMC64

A43

06/08/2009

128

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached continuation sheets.

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil.

Signed

Allen & Overy LLP

Date *5 August 2009*

On behalf of ~~XXXXXX XXXXXX~~ (chargee) †

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

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

1. INTERPRETATION

In this Form 395:

- (a) words importing the singular shall include the plural and vice versa;
- (b) any obligation of any party to do something shall include an obligation to procure the same to be done and any obligation not to do something shall include an obligation not knowingly to permit, suffer or allow the same;
- (c) any reference in the Account Charge to a statute shall be construed as a reference to such statute as the same may have been, or may from time to time be, amended or re enacted;
- (d) any reference in the Account Charge to a document shall be construed as a reference to those documents or agreements as the same may have been, or may be from time to time, amended, supplemented, restated, novated or replaced in accordance with their respective terms;
- (e) clause and schedule headings are for ease of reference only;
- (f) £, sterling, pounds and Sterling denote the lawful currency from time to time of the United Kingdom;
- (g) in the event that the United Kingdom joins EMU any figure expressed in £, sterling, pounds and Sterling under the Senior Finance Documents shall be converted into euro at the rate for conversion of sterling into euro established by the Council of the European Union pursuant to the Treaty (including compliance with rules relating to rounding in accordance with European Community regulations) and any reference to a figure in £, sterling, pounds or Sterling shall mean that figure adjusted into euro;
- (h) a **business day** shall be construed as a reference to a day (other than a Saturday or Sunday) on which banks and financial markets are open in London; and
- (i) references to the Account Charge shall include the Recitals and the Schedules to the Account Charge.

2. FIXED CHARGE AND FLOATING CHARGE

2.1 Fixed charge

As security for the performance of the Secured Obligations, RBPIL charges to ProjectCo by way of a first fixed charge all of its rights in respect of any amount standing to the credit of the Charged Account and the debt represented by it, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.2 Floating charge

- (a) RBPIL charges by way of a first floating charge all its interest in the Charged Account not at any time otherwise effectively subject to a fixed charged under Clause 3 (Fixed and Floating Charge) of the Account Charge.
- (b) The floating charge created by Clause 3 (Fixed and Floating Charge) of the Account Charge is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

2.3 Cumulative security

The collateral constituted by the Account Charge shall be cumulative, in addition to and independent of every other security which ProjectCo may at any time hold for the Secured Obligations or any rights, powers and remedies provided by law.

3. FURTHER ASSURANCE

RBPIL must, at its own expense, take whatever action ProjectCo may require for:

- (a) creating, perfecting or protecting any security (or the priority of such security) intended to be created by the Account Charge; or
- (b) facilitating the realisation of the Charged Account, or the exercise of any right, power or discretion exercisable, by ProjectCo or any of its delegates or sub-delegates in respect of the Charged Account.

4. RESTRICTIONS ON DEALINGS

Except with the prior written consent of ProjectCo, RBPIL or RBS (whose agreement to Clause 13 (Restrictions on Dealings) of the Account Charge will be indicated by executing an acknowledgement of notice of assignment in the form contained in Schedule 1 to the Account Charge) must not:

- (a) create or permit to subsist any Security Interest or any third party interest on or in the Charged Account; or
- (b) sell, transfer or otherwise dispose of the Charged Account, or
- (c) agree to any variation of the rights attaching to any Charged Account.

In this Form 395:

BBIL means Balfour Beatty Infrastructure Investments Limited (registered number 00457719).

Beneficiaries means ProjectCo, HoldCo, the Issuer and the Security Trustee.

Charged Account means the account denominated in Sterling in the name of RBPIL at the Royal Bank of Scotland PLC, London Corporate Service Centre, 25 Devonshire Square, Premier Place, London EC2M 4XJ (RBS) with the account number 31296163 and sort code 160400 and any amount standing to the credit of this account and all rights, benefits and proceeds in respect of the credit balance of this account and the debt represented thereby (up to the value of the outstanding Main Issuer Loan Stock Commitments of RBPIL).

Escrow Account means the account denominated in Sterling in the name of ProjectCo with Deutsche Bank AG, London Branch, Winchester House, 1 Great Winchester Street, London EC2N 2DB (as Account Bank) with the account number 13781504 and sort code 40-50-81.

Guarantor means the Royal Bank of Scotland PLC.

HoldCo means Consort Healthcare (Birmingham) Holdings Limited (registered number 05538276).

HSBC means HSBC Infrastructure Fund Management Limited (registered number 03917449).

Issuer means Consort Healthcare (Birmingham) Funding PLC (registered number 05538277).

Main Issuer Loan Stock Commitments has the meaning given to it in the Stockholders' Subscription Agreement.

Main Issuer Loan Stock Commitments of RBPIL means each amount set out alongside the applicable Issuer Loan Stock Payment Date in the table in Schedule 2 to the Account Charge.

Main Issuer Loan Stock Payment Date means each date in the first column of the table in Schedule 2 to the Account Charge or, if such day falls on a non-business day, the immediately preceding business day.

Master Definitions Schedule means master definition schedule dated on or about the date of the Security Trust and Intercreditor Deed between, amongst others, RBPIL and ProjectCo.

Moody's means Moody's Investors Service, Inc.

Parent Company Guarantee means the guarantee dated 14 June 2006 provided by RBPIL among the Guarantor and the Beneficiaries.

ProjectCo Debenture means the first ranking debenture dated 14 June 2006 between ProjectCo and the Security Trustee.

Qualifying Bank means any bank which is an authorised institution (for the purpose of the Financial Services and Markets Act 2000) and whose short term debt is rated at least A-1 by S&P and P-1 by Moody's and whose long term debt is rated at least AA- by S&P and at least Aa3 by Moody's or, in the case of a bank whose long term debt is not so rated, a bank of equivalent standing approved by the Majority Creditor (as such term is defined in the Security Trust and Intercreditor Deed).

S&P means Standard and Poor's Ratings Services, a division of McGraw Hill Companies, Inc.

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having similar effect.

Security Trust and Intercreditor Deed means the agreement so called dated 14 June 2006 between, amongst others, ProjectCo and the Security Trustee.

Security Trustee means Deutsche Trustee Company Limited (registered number 00338230).

Senior Finance Documents has the meaning assigned to it in the Master Definitions Schedule.

Shareholders Agreement means the agreement so called dated 14 June 2006 between ProjectCo, HoldCo, the Issuer and the Stockholders.

Stockholders means BBIL, RBPIL and HSBC.

Stockholders' Subscription Agreement means the agreement so called dated 14 June 2006 entered into by the Stockholders, ProjectCo, HoldCo, the Issuer and the Security Trustee.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2834015
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ACCOUNT CHARGE DATED 29
JULY 2009 AND CREATED BY ROYAL BANK PROJECT
INVESTMENTS LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO CONSORT
HEALTHCARE (BIRMINGHAM) LIMITED 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 6
AUGUST 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 AUGUST 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES