

MG02

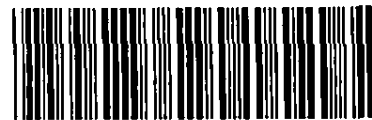
Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

☐ **What this form is NOT for**
You cannot use this form to r
a statement of satisfaction in
or in part of a fixed charge fo
company registered in Scotla
do this, please use form MG0

TUESDAY



AGMGHJ4W

A21

13/04/2010

301

COMPANIES HOUSE

1 Company details

Company number 0 3 5 6 1 9 6 0

Company name in full Health Management (Carlisle) Holdings Limited (the "Chargor")

For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Creation of charge

Date charge created d2 d1 m0 m3 y2 y0 y0 y0

Description ① Debenture

Date of registration ② d2 d7 m0 m3 y2 y0 y0 y0

① You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'

② The date of registration may be
confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name Royal Exchange Trustee Nominees Limited

Address 155 Bishopgate

London

Postcode E C 2 M 3 T G

Name

Address

Postcode

Name

Address

Postcode

Continuation page

Please use a continuation page if
you need to enter more details

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4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if
you need to enter more details

Short particulars

1 The Chargor with full title guarantee

FIXED CHARGES

(a) charges in favour of the Security Trustee for the payment and discharge of the Secured Obligations by way of first fixed charge on each of the following, namely

(i) **HMC Shares**

all the HMC Shares and the Related Assets,

(ii) **Tangible Moveable Property**

all the Tangible Moveable Property,

(iii) **Property**

the Property,

(iv) **Goodwill**

all Goodwill (including all brand names not otherwise subject to a fixed charge or assignment by or pursuant to the Debenture) now or at any time hereafter belonging to the Chargor,

PLEASE SEE CONTINUATION SHEETS ATTACHED AS SCHEDULE 1

5 Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

- ☒ In full
☐ In part

① Please tick one box only

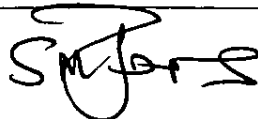
6 Signature

Please sign the form here

Signature

Signature

X



X

This form must be signed by a person with an interest in the registration of the charge

Schedule 1: MG02 – continuation page 1
Statement of satisfaction in full or in part of mortgage or charge

Short particulars of all the property mortgaged or charged

(v) Intellectual Property

the Intellectual Property,

ASSIGNMENTS

- (b) assigns to the Security Trustee by way of security for the payment and discharge of the Secured Obligations all the Chargor's right, title and interest in and to each of the following

(i) Tangible Moveable Property Rights

all rights and claims to which the Chargor is now or hereafter become entitled in relation to the Tangible Moveable Property including those against any manufacturer, supplier or installer of such property, any contractor or professional adviser engaged in relation to any such property, and to the extent that any of the Tangible Moveable Property is now or at any time hereafter hired, leased or rented to any other person, the rights under the hiring, leasing or rental contract and any guarantee, indemnity or security for the performance of the obligations of such person and any other rights and benefits relating thereto,

(ii) Property

- (aa) any agreements, contracts, deeds, undertakings, guarantees, warranties or other documents now or hereafter entered into by or given to the Chargor in respect of the Property and all documents now or thereafter in existence necessary to enable the Security Trustee to perfect the same and all the proceeds of any payment of any claims, awards or judgments paid or payable to the Chargor under or in respect of the same (including but without limitation all liquidated and ascertained damages payable to the Chargor thereunder) and all the Chargor's rights or remedies now or hereafter in existence arising thereunder,
- (bb) all tenant covenants, all landlord covenants and all covenants, agreements, undertakings or obligations entered into or to be entered into by any other party to any leases or to any licences, deeds, rent deposit agreements, or other deeds or documents supplemental or collateral to any lease and of all guarantees or indemnities in any of the aforesaid,
- (cc) all chattels now or at any time hereafter hired, leased or rented by the Chargor to any other person together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract, and

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Short particulars of all the property mortgaged or charged

(dd) all present and future licences held in connection with the business carried on upon the Property or any part thereof

(iii) Bank Accounts

all rights and claims to which the Chargor is now or may hereafter become entitled in relation to all monies now or at any time hereafter standing to the credit of any bank accounts opened or maintained with any bank and all rights relating or attaching thereto (including the right to interest) and to the proceeds of such accounts

(iv) Insurance

all rights and claims to which the Charger is now or may hereafter become entitled in relation to the proceeds of any insurance policies and the right to receive such proceeds of any insurance policies

(v) Debts

all present and future book and other debts and monetary claims now or at any time hereafter due or owing to the Chargor which are not otherwise subject to a fixed charges or assigned (whether at law or in equity) to the Security Trustee by or pursuant to the Debenture and all rights relating thereto including any security, guarantees, indemnities or remedies therefor,

(vi) Investments

all Investments to which the Chargor is now or may hereafter become entitled,

(vii) Uncalled Capital

all rights and claims to which the Chargor is now or may hereafter become entitled in relation to its uncalled capital,

(viii) The Agreements

all rights, title and interest of the Chargor under or in respect of the Shareholders' Undertaking, and in respect of all ancillary documentation entered into or to be entered into pursuant to the Relevant Documents,

(ix) Section 238, 239 and 244 orders

all rights to which the Chargor is now or may hereafter become entitled in respect of the proceeds of any order of the court made pursuant to sections 238(3), 239(3) or 244 of the Insolvency Act 1986,

FLOATING CHARGE

- (c) charges in favour of the Security Trustee for the payment and discharge of the Secured Obligations by way of first floating charge all of the Chargor's undertaking and assets, present and future other than any assets for the time being effectively charged to the Security Trustee by way of fixed charge or effectively assigned (whether at law or in

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equity) to the Security Trustee or otherwise subject to an effective fixed security in favour of the Security Trustee

- 2 The Debenture also contains a covenant for Perfection of Security and Further Assurance, a Negative Pledge and a power on the part of the Security Trustee to appoint a Receiver

Definitions

In this Form MGO2 the following expressions shall have the following meanings

"Accounts Agreement" means the accounts agreement made on 3 November 1997 between HMC, the Security Trustee, Royal Exchange Trust Company Limited (the **"Bond Trustee"**), MBIA Assurance S A (**"MBIA"**), the Account Bank and the Investment Manager, as amended and restated on 21 March 2000,

"BPL" means Building and Property Limited in its capacity as the facilities provider pursuant to the Facilities Provision Contract,

"BCJV" means the building contractor joint venture comprising AMEC Construction Limited and Matthew Hall, a division of AMEC Mechanical and Electrical Services Limited,

"BCJV On Demand Bond" means the irrevocable on demand Bond issued by Liberty Mutual Insurance Company (U K) Limited in respect of AMEC p l c 's obligations under the Building Contract Guarantee,

"Beneficiaries" means each of MBIA, the Bond Trustee, the Security Trustee and each person who is for the time being a holder of one or more Bonds for the purposes of the Bond Trust Deed,

"Building Contract Guarantee" means the guarantee made on 3 November 1997 by AMEC p l c in favour of HMC in respect of BCJV's obligations under the building contract dated 3 November 1997 and made between HMC and BCJV,

"Bond Policy" means a certificate guaranty insurance policy and the endorsement thereto issued by MBIA in respect of the Bonds,

"Bonds" means the £75,800,000 7 181 per cent Guaranteed Secured Bonds due 2003 - 2027 of HMC,

"Bond Trustee Deed" means the trust deed made on 3 November 1997 between HMC, the Bond Trustee and MBIA constituting the Bonds,

"Collateral Deed" means the collateral deed dated 3 November 1997 made between HMC, the Security Trustee, the Bond Trustee and MBIA as amended and restated on 21 March 2000,

"Credit Support Documents" means each credit support document issued pursuant to the Shareholders' Undertaking in favour of the Security Trustee,

"Direct Agreement" means the agreement made on 3 November 1997 between, *inter alios*, MBIA, the Security Trustee and the Trust in relation to the Project Agreement,

"Facilities Provision Contract" means the contract dated 3 November 1997 and made between HMC and MBIA,

"Facilities Provision Guarantee" means the guarantee made on 3 November 1997 given by Building and Property Group Limited in favour of HMC in respect of the performance by BPL of its obligations under the Facilities Provision Contract,

"Finance Documents" means the Bonds, the Bond Trust Deed, the Bond Policy, the Insurance and

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Short particulars of all the property mortgaged or charged

Indemnity Agreement, the Accounts Agreement, the Security Trust Deed, the Direct Agreement, the Investment Management Agreement, the Guarantees, the Collateral Deed, the Security Documents, the Standby Policy (if issued), the Standby Commitment and the Standby Loan Agreement (if entered into),

"Guarantees" means the Building Contract Guarantee and the Facilities Provision Guarantee,

"HMC Debenture" means the debenture dated 3 November 1997 and granted by HMC to the Security Trustee as trustee for the Beneficiaries,

"HMC Shares" means 497,523 shares of £1 00 each in the issued share capital of HMC including any further shares of whatever class issued by HMC,

"Insurance and Indemnity Agreement" means the agreement made on 3 November 1997 between HMC and MBIA,

"Intellectual Property" means all letters patent, trade marks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of the foregoing and rights to apply for them in any part of the world, moral rights, inventions, confidential information, know-how and rights of like nature arising or subsisting anywhere in the world in relation to any of the foregoing, whether registered or unregistered, and the benefit of all licences and other rights to use any of the same now or hereafter belonging to the Chargor,

"Investments" means stocks, shares, debentures and other securities together with all rights to and relating to stocks, shares, debentures or other securities and any other assets, rights or interests falling within any paragraph in Part I of Schedule 1 to the Financial Services Act 1986 as in force at the date of the Debenture but so that the exceptions in the notes to paragraphs 2 and 5 and note (1) to paragraph 8 of that Part shall not apply (including any investments acquired pursuant to the Investment Management Agreement),

"Investment Management Agreement" means the agreement made on 3 November 1997 between HMC, the Security Trustee and Hill Samuel Asset Management Limited,

"Project Agreement" means the contract dated 26 September 1997 between HMC and the Trust in respect of the design, building, refurbishment and financing of Carlisle Hospital and provision of facilities management services,

"Property" means all estates and other interests in freehold, leasehold and other immovable property whatsoever situate now or hereafter belonging to the Chargor and all buildings, trade and other fixtures, fixed plant and machinery from time to time on any such freehold, leasehold and other immovable property,

"Related Assets" means all dividends, interest and other monies payable in respect of the HMC Shares and all other rights, benefits and proceeds in respect of or derived from the HMC Shares (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise),

"Relevant Documents" in relation to any person means each of the Project Documents (as defined in the Collateral Deed) and each of the Finance Documents, to which that person is expressed to be a party,

"Security Documents" means

- (i) the HMC Debenture,
- (ii) the Debenture,

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- (iii) the Credit Support Documents and the BCJV On Demand Bond,
- (iv) the Shareholders Undertaking,
- (v) the Security Trust Deed,
- (vi) any other document from time to time executed in favour of the Security Trustee for the purpose of securing all or any of the Secured Obligations, and
- (vii) any need of Accession entered into in respect of (i), (ii), (v) or (vi) above,

"Secured Obligations" means all present or future, actual or contingent, obligations of Health Management (Carlisle) plc ("**HMC**") (whether entered into solely or jointly with one or more persons and whether as principal or as surety) to any of the Beneficiaries under the Finance Documents (which shall include, without limitation, any obligations of HMC which may from time to time arise by way of subrogation),

"Security Trustee" means Royal Exchange Trustee Nominees Limited as trustee for the Beneficiaries,

"Security Trust Deed" means the security trust deed made on 3 November 1997 between HMC, MBIA, the Security Trustee, the Bond Trustee and others, as amended and restated on 21 March 2000,

"Shareholders Undertaking" means the agreement made on 3 November 1997 between AMEC plc, Building and Property Group Limited, the Security Trustee, MBIA and the Bond Trustee, as amended and restated on 21 March 2000,

"Standby Commitment" means the commitment agreement dated on 3 November 1997 between HMC and MBIA pursuant to which MBIA will make the Standby Policy available,

"Standby Loan Agreement" means the agreement made between HMC and the Standby Lender pursuant to which the standby facility is made available,

"Standby Policy" means a certificate guaranty insurance policy and the endorsement thereto in respect of the obligations of HMC pursuant to the standby facility, which will be issued by MBIA at the request of HMC in accordance with the Standby Commitment,

"Tangible Moveable Property" means all chattels now or at any time hereafter belonging to the Chargor, and

"Trust" means Carlisle Hospitals National Health Service Trust

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Edward Dowler

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

Post town London

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3000



Important information

Please note that all information on this form will appear on the public record.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have completed the charge details in Section 2
- ☒ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☒ You have completed the short particulars of the property mortgaged or charged
- ☒ You have confirmed whether the charge is to be satisfied in full or in part
- ☒ You have signed the form



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk