

MG01

Particulars of a mortgage or charge

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LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page



**What this form is for**

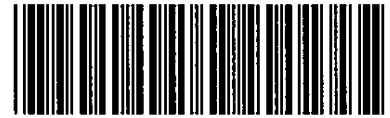
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT for**

You cannot use this form to regi  
particulars of a charge for a Soc  
company To do this, please us  
form MG01s

MONDAY



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LD2

13/09/2010

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COMPANIES HOUSE

1

**Company details**

Company number

0 3 6 4 9 4 8 9

Company name in full

Catalyst Healthcare (Worcester) Plc

For official use



**Filing in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2

**Date of creation of charge**

Date of creation

d1 d3 m0 m9 y2 y0 y1 y0

3

**Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Legal charge dated 13 September 2010 between Catalyst Healthcare (Worcester Plc) (the  
"Company") and The Law Debenture Trust Corporation p l c (the "Security Trustee") (the "Legal  
Charge")

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**Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present or future, actual or contingent, obligations of the Company  
(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 the Company which may from time to time arise by way  
of subrogation) (the "Secured Obligations")

**Continuation page**

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

**MG01****Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**

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

Name The Law Debenture Trust Corporation p l.c

Address Fifth Floor, 100 Wood Street

London

Postcode E C 2 V 7 E X

Name

Address

Postcode

**6 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

**1.1 The Company**

**1 1 1** charges by way of first fixed legal mortgage in favour of the Security Trustee for the payment and discharge of the Secured Obligations the Property, subject to all matters disclosed in the certificate of title,

**1 1 2** assigns to the Security Trustee by way of security for the payment and discharge of the Secured Obligations all the Company's right, title and interest in and to each of the following

(a) any agreements, contracts, deeds, undertakings, guarantees, warranties or other documents now or hereafter entered into by or given to the Company in respect of the Charged Property and all documents now or hereafter 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 Company under or in respect of the same (including but without limitation all liquidated and ascertained damages payable to the Company thereunder) and all the Company's rights or remedies now or hereafter in existence arising thereunder,

(b) 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,

Please see Continuation Sheet 1

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Catalyst Healthcare (Worcester) Plc (Company Number 03649489)

Continuation page (1)

(c) all chattels now or at any time hereafter hired, leased or rented by the Company 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

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

(e) all rights to which the Company 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

(together, the "**Charged Property**")

#### Note (1)

#### Definitions

#### In this Form

"**Beneficiaries**" means the Senior Beneficiaries and the Mezzanine Beneficiaries,

"**Collateral Deed**" means the collateral deed dated 31 March 1999 made between (1) the Company (2) Catalyst Healthcare (Worcester) Holdings Limited (3) Société Générale, (4) the Security Trustee, (5) L D C Trustees Limited, and (6) Ambac Assurance UK Limited,

"**Concession Agreement**" means the concession agreement dated on or about the date of the Collateral Deed between the Company and the trust in relation to the Hospital,

"**Finance Documents**" means the Senior Finance Documents, the Mezzanine Finance Documents, the Junior Finance Documents and the Investment Management Agreement (if any),

"**Hospital**" has the meaning ascribed thereto in the Concession Agreement,

"**Investment Management Agreement**" has the meaning ascribed thereto in the Collateral Deed,

"**Junior Finance Documents**" has the meaning ascribed thereto in the Collateral Deed,

"**Mezzanine Beneficiaries**" has the meaning ascribed thereto in the Collateral Deed,

"**Mezzanine Finance Documents**" has the meaning ascribed thereto in the Collateral Deed,

"**Property**" means all that leasehold land and buildings at Worcestershire Royal Hospital, Charles Hastings Way, Worcester (formerly known as Newtown Hospital, Newtown Road, Worcester) registered pursuant to Title Number WR127967 at the Land Registry,

"**Senior Beneficiaries**" has the meaning ascribed thereto in the Collateral Deed, and

"**Senior Finance Documents**" has the meaning ascribed thereto in the Collateral Deed

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Catalyst Healthcare (Worcester) Plc (Company Number 03649489) Continuation page (2)</p> <p><b>Note (2):</b> The Legal Charge provides that</p> <p><b>1 Security:</b> The Company shall not create or permit to subsist any encumbrance (other than a Permitted Encumbrance) over any of the Charged Property except for certain limited exceptions specified in Clause 6 (<i>Negative Pledge</i>) of the Legal Charge</p> <p><b>2 Disposal:</b> The Company shall not, subject to certain limited exceptions and the provisions of each of the Finance Documents (including Clause 10.3 of the Collateral Deed), during the subsistence of the Security, except with the prior written consent of the Security Trustee</p> <p>(a) execute or agree to execute any conveyance, transfer, lease or assignment of all or any part of the Charged Property, or</p> <p>(b) dispose or agree to dispose of, or create or agree to create, any legal or equitable estate or interest in or over, or relating to the enjoyment of, all or any part of the Charged Property or grant or agree to grant any licence or consent, whether expressly or by conduct, for assignment, parting with or sharing possession or occupation, or underletting in relation to any lease to which any of the Charged Property may from time to time be subject and the Company will procure that no person shall become entitled to assert any proprietary interest or right over, or which may affect the value of, any of the Charged Property <i>provided that</i> the Company will be entitled to allow the Trust to deal with its interest in the Underlease in accordance with its terms, or</p> <p>(c) allow any person any licence or other right to use, occupy or share possession of all or any part of the Charged Property (other than, in respect of the Charged Property, in accordance with the terms of the Collateral Deed) <i>provided that</i> the Company will be entitled to allow the Trust to deal with its interest in the Underlease in accordance with its terms, or</p> <p>(d) vary, release or waive any obligations by a third party in any of the Project Documents</p> <p>For the purposes of this Note (2)</p> <p>"Ambac" means Ambac Assurance UK Limited,</p> <p>"Building Contract" has the meaning ascribed thereto in the Collateral Deed,</p> <p>"Building Contractor Guarantee" has the meaning ascribed thereto in the Collateral Deed,</p> <p>"Building Contractor Loan Agreement" has the meaning ascribed thereto in the Collateral Deed,</p> <p>"Collateral Warranties" has the meaning ascribed thereto in the Collateral Deed,</p> <p>"Credit Provider" has the meaning ascribed thereto in the Collateral Deed,</p> <p>"Direct Agreements" has the meaning ascribed thereto in the Collateral Deed,</p> <p>"Lease" means the headlease of the site at Worcestershire Royal Hospital, Charles Hastings Way, Worcester (formerly known as Newtown Hospital, Newtown Road, Worcester) dated 3rd February 2010 made between Worcestershire Acute Hospitals National Health Service Trust and the Company,</p>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>"Mezzanine Agent"</b> means Société Générale,</p> <p><b>"Operating Budget"</b> has the meaning ascribed thereto in the Collateral Deed,</p> <p><b>"Permitted Encumbrance"</b> means</p> <ul style="list-style-type: none"> <li>(i) an encumbrance arising under the Finance Documents,</li> <li>(ii) an encumbrance arising solely by operation of law,</li> <li>(iii) an encumbrance consented to by the Credit Provider and the Mezzanine Agent,</li> <li>(iv) in respect of the Company only, an encumbrance created over an asset acquired in accordance with the Operating Budget from time to time which secures only indebtedness incurred for the purposes of such acquisition,</li> <li>(v) in respect of the Company only, the Underlease to be entered into pursuant to Clause 11.6 of the Concession Agreement,</li> <li>(vi) in respect of the Company only, any encumbrance existing at the date 31 March 1999 as disclosed in the report on title delivered pursuant to paragraph 22 of Schedule 1 of the Collateral Deed,</li> <li>(vii) in respect of the Company only, any retention of title arrangement entered into in the normal course of its trading activities on the counterparty's standard or usual terms,</li> </ul> <p><b>"Project Documents"</b> means the Concession Agreement, the Lease (when effective), the Underlease (when effective), the Sub-Sale Agreements, the Building Contract, the Building Contractor Guarantee, the Direct Agreements, the Service Provider Sub-contracts, the Service Provider Guarantees, the Surety Bond, the Relevant L/C's, the Collateral Warranties, the Building Contractor Loan Agreement, the Service Provider Loan Agreement and the Subsale Letter of Credit and such other documents as may from time to time be agreed between Ambac, the Mezzanine Agent and the Company (each acting reasonably),</p> <p><b>"Relevant L/C's"</b> has the meaning ascribed thereto in the Collateral Deed,</p> <p><b>"Security"</b> means the security from time to time constituted by or pursuant to the Legal Charge,</p> <p><b>"Service Provider Guarantees"</b> has the meaning ascribed thereto in the Collateral Deed,</p> <p><b>"Service Provider Loan Agreement"</b> has the meaning ascribed thereto in the Collateral Deed,</p> <p><b>"Service Provider Sub-contracts"</b> has the meaning ascribed thereto in the Collateral Deed,</p> <p><b>"Sub-Sale Agreements"</b> has the meaning ascribed thereto in the Collateral Deed,</p> <p><b>"Subsale Letter of Credit"</b> has the meaning ascribed thereto in the Collateral Deed,</p> <p><b>"Surety Bond"</b> has the meaning ascribed thereto in the Collateral Deed,</p> <p><b>"Trust"</b> means Worcester Royal Infirmary National Health Service Trust, and</p> <p><b>"Underlease"</b> means the underlease dated 3 February 2010 made between the Company and Worcestershire Acute Hospitals National Health Service Trust</p>	

**MG01 - continuation page**  
Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars		

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## Particulars of a mortgage or charge

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### Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

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### Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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### Signature

Please sign the form here

Signature

Signature

X Linklaters LLP X

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

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## Particulars of a mortgage or charge



### 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Jonathan Whiteford

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region

Postcode E C 2 Y 8 H Q

Country UK

DX 10 LONDON/CITY

Telephone 020 7456 2000



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### 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 included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

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



### How to pay

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

Make cheques or postal orders payable to 'Companies House'



### 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,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)





## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 3649489  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 13  
SEPTEMBER 2010 AND CREATED BY CATALYST HEALTHCARE  
(WORCESTER) PLC FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO ANY OF THE  
BENEFICIARIES ON ANY ACCOUNT WHATSOEVER UNDER  
THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 13 SEPTEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 SEPTEMBER  
2010

LC



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES