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## COMPANIES FORM No. 395

### 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.

CHFP025

Please do not write in this margin

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

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

17

04059699

Name of company

\* Mayflower Hospitals Limited (the **Chargor**)

Date of creation of the charge

28 September 2004

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

Debenture dated 28 September 2004 between (1) Mayflower Hospitals Limited and (2) The Royal Bank of Scotland plc (the **Debenture**)

Amount secured by the mortgage or charge

The liabilities of the Obligors to the Finance Parties under or pursuant to the Finance Documents except for any liabilities which, if secured by this Debenture, would result in a contravention by the Chargor of section 151 of the Companies Act 1985 (the **Secured Liabilities**).

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

The Royal Bank of Scotland plc, 280 Bishopsgate, London (the **Security Trustee**)

Postcode EC2M 4RB

Please return  
via  
CH London Counter

resor's name address and  
ference (if any):

enton Wilde Sapte  
1 Fleet Place  
London  
EC4M 7WS

SXXS/70102.00094/6834961

Time critical reference

For official Use  
Mortgage Section

Post room



LD5  
COMPANIES HOUSE

0270  
08/10/04

**1 Land**

The Chargor charged:

- (a) by way of legal mortgage its interest in the Land referred to in the Schedule; and
- (b) by way of fixed charge any interest which it has now or may subsequently acquire in any other Land.

**2 Plant and machinery**

The Chargor charged by way of fixed charge all its Plant and Machinery in so far as it is not charged by way of legal mortgage under Clause 3.1 of the Debenture.

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 *Denton Wilde Sapte*

Date *8 October* <sup>DWS.</sup>  
~~September~~ 2004

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 CF14 3UZ

CHFP025

# Particulars of a mortgage or charge (continued)

Please do not  
write in this  
binding margin

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

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

Company Number

04059699

Name of Company

Mayflower Hospitals Limited (the **Chargor**)

Limited\*

\* delete if  
inappropriate

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

## 3 Investments

The Chargor charges by way of fixed charge all Investments, including those held for it by any nominee, and all other Related Rights of whatsoever kind deriving from or incidental to any of the foregoing.

## 4 Book Debts

The Chargor charges by way of fixed charge:

- (a) all Book Debts; and
- (b) all benefits, rights and Security held in respect of, or to secure the payment of, the Book Debts.

## 5 Accounts

The Chargor charges by way of fixed charge the Accounts.

## 6 Intellectual Property Rights

The Chargor charges by way of fixed charge all Intellectual Property Rights.

## 7 Goodwill

The Chargor charges by way of fixed charge its goodwill.

## 8 Uncalled capital

The Chargor charges by way of fixed charge its uncalled capital.

## 9 Authorisations

The Chargor charges by way of fixed charge the benefit of all Authorisations held in relation to any Security Asset.

## 10 Insurances

The Chargor assigns absolutely by way of security all its rights and interests under all contracts and policies of insurance.

**11 Contractual rights**

The Chargor assigns absolutely by way of security all its rights under any Material Contracts to which it is a party and which are not mortgaged, charged by way of fixed charge or assigned (as appropriate) under any of Clauses 3.1 to 3.10 of the Debenture.

**12 Monetary Claims**

The Chargor charges by way of fixed charge all Monetary Claims other than claims which are otherwise subject to a fixed charge pursuant to this Debenture.

**13 Other assets**

The Chargor charges by way of floating charge all its present and future assets, undertaking and business which are not effectively mortgaged, charged by way of fixed charge or assigned under Clause 3 of the Debenture. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture.

**14 Trust**

If or to the extent that any Security Asset is not capable of being assigned or charged, the Chargor holds it on trust for the Security Trustee.

**15 Restrictions on Disposals**

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, transfer, loan (and, in the case of the Book Debts, factor or discount them), nor otherwise dispose of any Security Asset, nor enter into an agreement to make any such disposal, save as permitted by the Facility Agreement.

**16 Negative pledge**

The Chargor shall not create or permit to subsist any Security over any Security Asset except for Security which is:

- (a) created by this Debenture; or
- (b) expressly permitted by the Facility Agreement.

**17 Definitions**

**Account** means any credit balance from time to time on any account opened or maintained by the Chargor with any financial institution and all Related Rights and **Accounts** shall be construed accordingly.

**Authorisation** has the meaning given to such term in the Facility Agreement, and **Authorisations** shall be construed accordingly.

**Book Debts** means all the Chargor's book debts and all other debts and moneys payable to or receivable by the Chargor except for those referred to in Clause 3.5 of the Debenture.

**Facility Agreement** means the facility agreement dated on or around the date of this Debenture between, among others, Alpha Group Holdings Limited, Alpha Hospitals Limited as Borrower and Obligor, certain other companies, certain banks, The Royal Bank of Scotland plc as agent, arranger and overdraft bank and the Security Trustee.

**Finance Document** has the meaning given to such term in the Facility Agreement, and **Finance Documents** shall be construed accordingly.

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

**Finance Party** has the meaning given to such term in the Facility Agreement, and **Finance Parties** shall be construed accordingly.

**Intellectual Property Rights** has the meaning given to such term in the Facility Agreement.

**Investments** means:

- (a) all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations); and
- (a) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of them,

and includes all dividends, interest and other distributions paid or payable on or in respect of them.

**Land** has the same meaning as it has in section 205(1) of the Law of Property Act, and includes all fixtures and fittings on it.

**Material Contracts** has the meaning given to such term in the Facility Agreement.

**Monetary Claims** means any debts (other than book debts) and monetary claims owing to the Chargor and any proceeds of such debts and claims including any claims or sums of money deriving from or in relation to any Intellectual Property Rights, any Investment, the proceeds of any insurance policy, any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets, property, rights or undertaking of the Chargor.

**Plant and Machinery** means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment.

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

- (a) the proceeds of sale of any part of any 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
- (a) any moneys and proceeds paid or payable in respect of that asset.

**Security** has the meaning given to such term in the Facility Agreement.

**Security Assets** means all of the assets of the Chargor which are the subject of any Security created by this Debenture.

## The Schedule - Land charged by way of legal mortgage

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

No.	Property Description	Title Number
1	Land and Buildings at the Florence Nightingale Hospital, Bolton Road, Bury.	GM880160 and GM863416
2	Florence Nightingale Bridge at Bolton Road, Bury	GM918742
3	83 East Bank Road, Sheffield S2 3PX	SYK468025

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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. 04059699

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 28th SEPTEMBER 2004 AND CREATED BY MAYFLOWER HOSPITALS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS TO THE FINANCE PARTIES 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 8th OCTOBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th OCTOBER 2004.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —