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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

[8]

04059699

Name of company

* Mayflower Hospitals Limited (the Assignor)

Date of creation of the charge

28 September 2004

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

Assignment (the Assignment Deed) of the keyman insurance policy of Brendan Monteiro by the Assignor in favour of The Royal Bank of Scotland plc (the Security Trustee)

Amount secured by the mortgage or charge

The present, future, actual and contingent liabilities of the Assignor or any other Group Company to any Secured Party under or pursuant to the Finance Documents (the Secured Liabilities)

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

The Royal Bank of Scotland plc of 280 Bishopsgate, London

Postcode EC2M 4RB

Please return via

CH London Counter
Sender's name address and
reference (if any):

Denton Wilde Sapte
1 Fleet Place
London
EC4M 7WS

SXXS/70102.00094/6836606

Time critical reference

For official Use
Mortgage Section

Post room



LD5
COMPANIES HOUSE

LLYSWZ6A

0260
08/10/04

Short particulars of all the property mortgaged or charged

- The Assignor with full title guarantee assigns and agrees to assign absolutely by way of security to the Security Trustee all the Assignor's interests in and to the Policy and the full benefit thereof as a continuing security for the payment and discharge of the Secured Liabilities (provided that the Security Trustee shall not in any circumstances incur any liability whatsoever in respect of any premiums or otherwise in connection with the Policy).
- The security constituted by or pursuant to the Assignment Deed shall be in addition to and shall be independent of every bill, note, guarantee, mortgage, pledge or other security which either the Security Trustee or any other Secured Party may at any time hold in respect of any of the Secured Liabilities.

Negative Pledge (Clause 5(g))

The Assignor shall not create any further Security over or in respect of the Policy save for the security created by the Assignment Deed.

The Policy

Name of Life Assured: Brendan Monteiro

Date of Policy: 21.08.2002

Sum assured: £500,000

Term of Policy: 5 years non-renewable, non-convertible term assurance

Assurance Society: Norwich Union Linked Life Assurance Limited

Policy Number: 7772850EY(A)

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 2004

On behalf of [XXXXXX] [mortgagee/chargee]†

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payable to
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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

Limited*

* delete if
inappropriate

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

N/A

N/A

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

Please do not
write in this
binding margin

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

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

N/A

Definitions

Agent means The Royal Bank of Scotland plc

Arranger means The Royal Bank of Scotland plc

Facility Agreement means the facility agreement dated in or around the date of the Assignment Deed made between Alpha Group Holdings Limited, Alpha Hospitals Limited, certain banks defined therein as Lenders, certain subsidiaries of Alpha Hospitals Limited and Alpha Group Holdings Limited as Guarantors, The Royal Bank of Scotland plc as Arranger, Agent, Security Trustee and Overdraft Bank, the Lenders agreed to make available certain facilities to, amongst others, the Assignor.

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

Group Company means any of the Subsequent Parent, the Assignor, Alpha Hospitals Limited and any of their subsidiaries.

Overdraft Bank means The Royal Bank of Scotland plc

Secured Party means each of the Agent, the Arranger, the Security Trustee, the Overdraft Bank and each Lender

Security means a mortgage, charge, pledge, lien, assignment by way of security, right of set-off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect

Subsequent Parent means a company approved by the Agent which shall simultaneously with its accession to the Facility this Agreement become the sole shareholder in Alpha Hospitals Limited and a subsidiary of Alpha Group Holdings Limited.

Please complete
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bold block lettering

FILE COPY



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 AN ASSIGNMENT OF KEYMAN INSURANCE POLICY DATED THE 28th SEPTEMBER 2004 AND CREATED BY MAYFLOWER HOSPITALS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR ANY OTHER GROUP COMPANY TO ANY SECURED PARTY ON ANY ACCOUNT WHATSOEVER 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.

DP-LC



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES