

# M

CHFP025

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*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

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

13

04210585

Name of company

\* GHG Intermediate Holdings Limited (the "Chargor")

Date of creation of the charge

9 October 2006

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

A debenture dated 9 October 2006 (the "Debenture") made by the Chargor in  
favour of Barclays Bank PLC (the "Trustee")

Amount secured by the mortgage or charge

See attached Schedule 1 (Definitions) and Schedule 2 (Amount secured by  
mortgage or charge)

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

Barclays Bank PLC  
5 The North Colonnade, Canary Wharf, London

Postcode E14 4BB

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

Clifford Chance Limited Liability  
10 Upper Bank Street  
London  
E14 5JJ

For official Use (06/2005)  
Mortgage Section

Post room



LD2  
COMPANIES HOUSE

312  
13/10/2006

Time critical reference  
SM/7040040223/CRAC

Short particulars of all the property mortgaged or charged

See attached Schedule 1 (Definitions) and Schedule 3 (Short particulars of all the property mortgaged or charged)

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)

None

Signed

*Clifford Chance LLP*

Date 10 October 2006

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [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

**Schedules to Form 395 relating to the Debenture dated 9 October 2006 made by  
GHG Intermediate Holdings Limited in favour of Barclays Bank PLC**

**SCHEDULE 1**

**DEFINITIONS**

In this form 395:

**"Accession Letter"** means a document substantially in the form set out in Schedule 7 (*Form of Accession Letter*) of the Facility Agreement.

**"Account"** means any account opened or maintained by any Chargor with the Trustee or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights.

**"Acquisition"** means the acquisition by the Company of all the issued share capital of the Target and such other items as are specified in the Sale and Purchase Agreement.

**"Additional Borrower"** means a company which becomes a Borrower in accordance with Clause 31 (*Changes to the Obligors*) of the Facility Agreement.

**"Additional Guarantor"** means a company which becomes a Guarantor in accordance with Clause 31 (*Changes to the Obligors*) of the Facility Agreement.

**"Affiliate"** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

**"Agent"** means Barclays Bank PLC as agent of the other Finance Parties.

**"Ancillary Document"** means each document relating to or evidencing the terms of an Ancillary Facility.

**"Ancillary Facility"** means any ancillary facility made available by an Ancillary Lender in accordance with Clause 9 (*Ancillary Facilities*) of the Facility Agreement.

**"Ancillary Lender"** means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with Clause 9 (*Ancillary Facilities*) of the Facility Agreement.

**"Arrangers"** means Barclays Capital, Dresdner Kleinwort Limited, The Governor and Company of the Bank of Scotland and Mizuho Corporate Bank, Ltd. as mandated lead arrangers.

**"Assigned Account"** means any Account that may from time to time be identified in writing as an Assigned Account by the Trustee (after consultation with the Parent).

**"BMI Healthcare Limited"** means BMI Healthcare Limited, registered number 02164270 with registered office located at 66 Chiltern Street, 10<sup>th</sup> Floor, London W1U 6GH.

**"Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 31 (*Changes to the Obligors*) of the Facility Agreement.

**"Bridge Facilities Agreement"** means the £1,995,000,000 bridge facilities agreement dated 12 May 2006 and made between, among others, the Parent and the Agent.

**"Capex Facility"** means the term loan facility made available under the Facility Agreement as described in sub-paragraph (a)(iv) of Clause 2.1 (*The Facilities*) of the Facility Agreement.

**"Charged Property"** means all the assets and undertaking of the Chargors which from time to time are the subject of the security created or expressed to be created in favour of the Trustee by or pursuant to the Debenture and any Mortgage.

**"Chargors"** means the persons listed as chargors in Schedule 1 (*Chargors*) of the Debenture.

**"Commitment Letter"** means the commitment letter between, among others, Barclays Capital and the Parent dated 24 April 2006, as amended on 12 May 2006 and on 12 June 2006.

**"Company"** means Pedalclip Limited, a limited liability company incorporated under the laws of England and Wales with registered number 05740193.

**"Completion"** means the completion of the Refinancing.

**"Compliance Certificate"** means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*) of the Facility Agreement.

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Trustee.

**"Facility A"** means the term loan facility and vendor loan note guarantee facility made available under the Facility Agreement as described in sub-paragraph (a)(i) of Clause 2.1 (*The Facilities*) of the Facility Agreement.

**"Facility Agreement"** means the £315,000,000 senior facilities agreement dated 9 October 2006 between, amongst others Pantomime Propco 1 Limited (as the Parent), the companies listed therein as the Original Borrowers and the Original Guarantors, the financial institutions listed therein as Original Lenders and mandated lead arrangers and Barclays Bank PLC (as Agent, Security Trustee and Issuing Bank).

**"Facility B"** means the term loan facility made available under the Facility Agreement as described in sub-paragraph (a)(ii) of Clause 2.1 (*The Facilities*) of the Facility Agreement.

**"Facility C"** means the term loan facility made available under the Facility Agreement as described in sub-paragraph (a)(iii) of Clause 2.1 (*The Facilities*) of the Facility Agreement.

**"Fee Letter"** means:

- (a) any letter or letters dated 24 April 2006 or on or about the date of the Facility Agreement between the Arrangers, the Company and the Parent (or the Agent and the

Company or the Security Trustee and the Company) setting out any of the fees referred to in Clause 18 (*Fees*) of the Facility Agreement; and

- (b) any agreement setting out fees payable to a Finance Party referred to in Clause 18.4 (*Fees payable in respect of Letters of Credit and Vendor Loan Note Guarantees*) or Clause 18.5 (*Interest, commission and fees on Ancillary Facilities*) of the Facility Agreement or under any other Finance Document.

**"Finance Document"** means the Facility Agreement, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Parent.

**"Finance Party"** means the Agent, the Arrangers, the Security Trustee, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender.

**"Group"** means the Parent, the Company and the Target and each of their respective Subsidiaries for the time being (but excluding for all purposes any Unrestricted Subsidiary).

**"Guarantor"** means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 31 (*Changes to the Obligors*) of the Facility Agreement.

**"Hedge Counterparty"** means a Lender or an Affiliate of a Lender (or a person that was a Lender or an Affiliate of a Lender at the time of the Facility Agreement or the time that the Hedging Agreement was entered into) which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement.

**"Hedging Agreement"** means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Term Facilities in accordance with Clause 28.3 (*Treasury Transactions*) of the Facility Agreement.

**"Holding Company"** means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

**"Insurance Policy"** means any policy of insurance (including life insurance or assurance) in which any Chargor may from time to time have an interest (but excluding all policies for third-party liability, malpractice and similar insurances which do not constitute insurance for damage to fixed assets).

**"Intellectual Property"** means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights.

**"Intercreditor Agreement"** means the intercreditor agreement dated 9 October 2006 and made between (among others) the Parent, the Company and Barclays Bank PLC as Security Trustee.

**"Intra-Group Loan"** means any loan by a Chargor as lender to any other member of the Group as borrower.

**"Investments"** means:

- (a) any stocks, shares, debentures, securities and certificates of deposit,
- (b) all interests in collective investment schemes, and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b)

in each case whether held directly by or to the order of any Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

**"Issuing Bank"** means each Lender identified above as an Issuing Bank and any other Lender which has notified the Agent that it has agreed to the Parent's request to be an Issuing Bank pursuant to the terms of the Facility Agreement (and if more than one Lender has so agreed, such Lenders shall be referred to, whether acting individually or together, as the **"Issuing Bank"**) provided that, in respect of a Letter of Credit or Vendor Loan Note Guarantee issued or to be issued pursuant to the terms of the Facility Agreement, the "Issuing Bank" shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit or Vendor Loan Note Guarantee.

**"Lender"** means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 30 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement.

**"Letter of Credit"** means:

- (a) a letter of credit, substantially in the form set out in Schedule 12 (*Form of Letter of Credit*) of the Facility Agreement or in any other form requested by the Parent and agreed by the Issuing Bank; or
- (b) any guarantee, indemnity or other instrument in a form requested by a Borrower (or the Parent on its behalf) and agreed by the Issuing Bank.

**"Monetary Claims"** means any book and other debts and monetary claims owing to any 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, any Investment, the proceeds of any Insurance Policy, any court order, judgment or decree or any contract or agreement to which that Chargor is a party and any other assets, property, rights or undertaking of that Chargor).

**"Mortgage"** means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with Clause 6 (*Further Assurance*) substantially in the form of Schedule 4 (*Form of Legal Mortgage*) of the Debenture.

**"Obligor"** means a Borrower or a Guarantor.

**"Original Borrower"** means the Subsidiaries of the Parent listed in Part I of Schedule 1 (*The Original Parties*) of the Facility Agreement as original borrowers (together with the Company, the **"Original Borrowers"**).

**"Original Guarantor"** means the Subsidiaries of the Parent listed in Part II of Schedule 1 (*The Original Parties*) of the Facility Agreement as original guarantors (together with the Company and the Parent, the **"Original Guarantors"**).

**"Original Lenders"** means the financial institutions listed in Part III of Schedule 1 (*The Original Parties*) of the Facility Agreement as lenders.

**"Pantomime Propco 1 Limited"** means Pantomime Propco 1 Limited, registered number 05783437 with registered office located at 66 Chiltern Street, 10<sup>th</sup> Floor, London W1U 6GH.

**"Parent"** means Pantomime Propco I Limited, registered number 05783437 with registered office located at 66 Chiltern Street, 10<sup>th</sup> Floor, London W1U 6GH.

**"Pedalclip Limited"** means Pedalclip Limited, registered number 05740193 with registered office located at Broadwalk House, 5 Appold Street, London EC2A 2HA

**"Real Property"** means:

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 3 (*Details of Real Property*) of the Debenture), and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold, leasehold, heritable or immovable property,

and includes all Related Rights.

**"Receiver"** means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment.

**"Refinancing"** means the refinancing of all indebtedness owed by the Company and its Affiliates under the Bridge Facilities Agreement.

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

- (a) the proceeds of sale of any part of that asset;

- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities, undertakings or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

**"Resignation Letter"** means a letter substantially in the form set out in Schedule 8 (*Form of Resignation Letter*) of the Facility Agreement.

**"Sale and Purchase Agreement"** means the agreed form sale and purchase agreement relating to the Acquisition dated 24 April 2006 and entered into between the Borrower and others.

**"Secured Obligations"** means all obligations covenanted to be discharged by the Chargors in Clause 2.1 (*Covenant to Pay*) of the Debenture (specified in Schedule 2 to this form).

**"Secured Parties"** means the Trustee, any Receiver or Delegate (as defined in the Intercreditor Agreement), the Agent, the Arranger, each Hedge Counterparty, each Lender and any Ancillary Lender from time to time party to the Facility Agreement provided that in the case of the Agent, the Lenders, the Ancillary Lenders and the Hedge Counterparty such person is party to or has acceded to the Intercreditor Agreement in accordance with its terms.

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**"Security Trustee"** means Barclays Bank PLC as security trustee for the other Finance Parties;

**"Selection Notice"** means a notice substantially in the form set out in Part II of Schedule 3 (*Requests*) given in accordance with Clause 16 (*Interest Periods*) in the Facility Agreement in relation to a Term Facility.

**"Shares"** means all of the shares in the capital of the companies detailed in Schedule 2 (*Companies*) of the Debenture and all other shares in a subsidiary of any Chargor held by, to the order or on behalf of any Chargor at any time.

**"Specific Contracts"** means the Sale and Purchase Agreement, any Intra-Group Loan and any Hedging Agreement entered into by any of Pedalclip Limited (company number 05740193), Pantomime Propco 1 Limited (company number 05783437) or BMI Healthcare Limited (company number 02164270) in connection with the Finance Documents.

**"Subsidiary"** means in relation to any company or corporation, a company or corporation:

- (a) which is controlled, directly or indirectly, by the first mentioned company or corporation;
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation; or



- (c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

**"Tangible Moveable Property"** means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargors' stock in trade or work in progress) and all Related Rights.

**"Target"** means General Healthcare Group Limited, a company incorporated under the laws of England and Wales with registered number 04026079.

**"Target Group"** means the Target and its Subsidiaries.

**"Term Facility"** means Facility A, Facility B, Facility C, the Capex Facility or the Uncommitted Acquisition Facility.

**"Transaction Security"** means the Security created or expressed to be created in favour of the Security Trustee pursuant to the Transaction Security Documents.

**"Transaction Security Documents"** means each of the documents listed as being a Transaction Security Document in paragraph 3(f) of Part I of Schedule 2 (*Conditions Precedent*) of the Facility Agreement and each of the documents listed as being a Transaction Security Document in Part III of Schedule 2 (*Conditions Precedent*) of the Facility Agreement and any document required to be delivered to the Agent under paragraph 11 of Part II of Schedule 2 (*Conditions Precedent*) of the Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

**"Uncommitted Acquisition Facility"** means the uncommitted acquisition facility made available under the Facility Agreement and described in paragraph (vi) of Clause 2.1 (*The Facilities*) of the Facility Agreement.

**"Unrestricted Subsidiary"** means any limited liability company which is established as a Subsidiary of a member of the Group after Completion and which itself owns no companies which are members of the Group or the Target Group at Completion and which is designated as an Unrestricted Subsidiary by the Parent by notice in writing to the Agent provided that the Parent may subsequently re-designate any Unrestricted Subsidiary as a Subsidiary by notice to the Agent (but may not then re-designate the same company as an Unrestricted Subsidiary again).

**"Utilisation Request"** means a notice substantially in the relevant form set out in Part I of Schedule 3 (*Requests*) of the Facility Agreement.

**"Vendors"** means the Vendors as detailed in the Sale and Purchase Agreement.

## **SCHEDULE 2**

### **AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

All obligations which any Obligor may at any time have owing to the Trustee (whether for its own account or as trustee for the Secured Parties) or any other Secured Parties under or pursuant to the Finance Documents (including the Debenture) and any Mortgage including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Chargor shall pay to the Trustee when due and payable every sum at any time owing, due or incurred by any Obligor to the Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities provided that neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

### **SCHEDULE 3**

#### **SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

#### **FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGES**

In the Debenture the Chargor:

- (a) charged with full title guarantee in favour of the Trustee with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Chargor at the date of the Debenture shall be a charge by way of legal mortgage) all the Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that mortgage or fixed charge from any third party but excluding any of such assets situated in Scotland and/or governed by Scots law):
  - (i) the Real Property;
  - (ii) the Tangible Moveable Property (other than any Tangible Moveable Property situated in Scotland);
  - (iii) the Accounts;
  - (iv) the Intellectual Property;
  - (v) any goodwill and rights in relation to the uncalled capital of the Chargor;
  - (vi) the Investments;
  - (vii) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise; and
  - (viii) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture.
- (b) assigned and agreed to assign absolutely with full title guarantee to the Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such assignment from any third party but excluding any of such assets situated in Scotland and/or governed by Scots law):
  - (i) the proceeds of any Insurance Policy and all Related Rights;
  - (ii) all rights and claims in relation to any Assigned Account; and
  - (iii) each of the Specific Contracts.

- (c) charged with full title guarantee (and with absolute warrandice in relation to any assets situated in Scotland or otherwise governed by or subject to Scots law) in favour of the Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Chargor.
- (d) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the Debenture.

**FURTHER ASSURANCE**

The Debenture contains covenants for further assurance.

**NEGATIVE PLEDGE**

The Debenture contains a negative pledge.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04210585

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 9th OCTOBER 2006 AND CREATED BY GHG INTERMEDIATE HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO BARCLAYS BANK PLC OR ANY OTHER SECURED PARTIES 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 13th OCTOBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th OCTOBER 2006.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

*BDW*