

MG01

Particulars of a mortgage or charge



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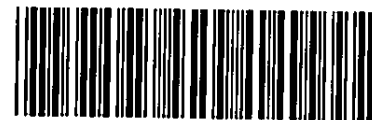
A fee is payable with this form.

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 re-
gister particulars of a charge for a S
company. To do this, please use
form MG01s

THURSDAY



A27 *AECNYJ6A* 15/04/2010 8

COMPANIES HOUSE

1 Company details

Company number 4 2 3 7 2 6 4

Company name in full VALE HEALTHCARE LIMITED

→ **Filling 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 / 29 03 2010

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 05
A debenture (the "**Debenture**") dated 29th March 2010 between (1) Nuffield Health, a registered
Charity in England and Wales with registration number 205533 a company limited by Guarantee No
576970, and whose registered office is at 40-44 Coombe Road, New Malden, Surrey, KT3 4QF
("**Nuffield**") and (2) Vale Healthcare Limited, a company incorporated and registered in England
and Wales with company number 4237264 whose registered office is at Hensol Park, Hensol, Vale
of Glamorgan, CF72 8JY (the "**Company**")

4 Amount secured

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

Amount secured
T
+
10
All the company's liabilities to Nuffield under or in respect of a loan
note instrument constituting up to £2,500,000 secured loan notes
2014 (the "**Loan Note Instrument**") or under or in respect of the
secured loan notes of the Company (the "**Loan Notes**") issued
pursuant to the Loan Note Instrument from time to time of any
kind and in any currency (whether present or future actual or
contingent and whether incurred alone or jointly with another)
together with any charges and commission, interest and
expenses incurred by or on behalf of Nuffield from time to time
under or in respect of the Loan Note Instrument, Loan Notes and
the Debenture

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

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Amount secured

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

Amount secured

The Company will not without the previous written consent of Nuffield, and subject to the terms of a facility agreement between (1) the Company (2) Vale Health Partners Limited and (3) the Royal Bank of Scotland PLC dated 21st February 2008 as amended on 5th February 2009 and as further amended, supplemented, modified, varied or repalced from time to time (the "**Facility Agreement**"), a senior debenture between (1) the Royal Bank of Scotland PLC and (2) the Company dated 15th September 2008 (the "**Senior Debenture**") and any other senior security documents -

- (a) Create or permit to arise any mortgage charge or lien on the whole or any part of the undertaking property and assets of the Company charged by the Debenture (the "**Property**")
- (b) Dispose of the Property
- (c) Accept payment in advance of a call for or call up any uncalled capital
- (d) Deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company will not realise its book debts and other debts by means of block discounting factoring or the like
- (e) Dispose of the Property charged other than in the ordinary course of business (other than the Company vacating its occupation of the premises at the Vale Clinic, Hensol Park)
- (f) Grant or accept a surrender of any lease or licence (other than the Company vacating its occupation of the premises at the Vale Clinic, Hensol Park) of or part with or share possession or occupation (other than the Company's arrangements to share possession or occupation with medical secretaries, consultants, medical practitioners or any entity connected with the company's business and/or any division of or entity connected with Nuffield) of its freehold and leasehold property or any part of it

If Nuffield does consent to the creation of a mortgage or charge on the Property it may require a second ranking priority agreement or deed with the mortgagee or chargee

The company applies, and agrees that Nuffield may apply, for a restriction to be entered on the Register of any Property or of Units C1, C2 and C3 Celtic Gateway Business Park, Cardiff and a service compound area to the north of Unit C1 Celtic Gateway Business Park, Cardiff (the "**Cardiff Properties**") which have been registered ("**Registered Land**") and that no disposition of the Registered Land by the proprietor(s) of the Registered Land or by the proprietor(s) of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge created by this deed in favour of Nuffield referred to in the charges register

The Company will comply with the tenant's covenants contained in the leases of the Cardiff Properties (including the obligations contained in the deed of grant and licence for alterations) and will use its best endeavours to procure that the landlord complies with the landlord's covenants contained in the leases of the Cardiff Properties (including the obligations contained in the deed of grant and licence for alterations) and will notify Nuffield forthwith if it receives notice from a landlord in respect of any breach or alleged breach of any of the said tenant's covenants

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Amount secured

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

Amount secured

The Debenture is subordinate to and subject to any rights of Royal Bank of Scotland PLC under the senior security documents and is in addition to any other security present or future held by Nuffield for the company's obligations and shall not merge with or prejudice such other security or any contractual or legal rights of Nuffield

The Company will at its own cost, at Nuffield request, execute any deed or document and take any action required by Nuffield to perfect this security or further to secure on the Property the Company's obligations

The Company will at its own cost at Nuffield's request execute a charge to the benefit of Nuffield as chargee over any interest in any property acquired by the company after the date hereof which shall be at all times subordinate to and subject to any rights of Royal Bank of Scotland Plc under the senior security documents and will do all such things as Nuffield requires in order to perfect and register such charges as may be required

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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						
Name	NUFFIELD HEALTH						
Address	40-44 COOMBE ROAD						
	NEW MALDEN, SURREY						
Postcode	K	T	3		4	Q	F
Name							
Address							
Postcode							

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

6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>The company charged to Nuffield</p> <p>(a) By way of legal mortgage all the Company's interests in the Cardiff Properties,</p> <p>(b) By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company,</p> <p>(c) By way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property charged by (a) and (b) above,</p> <p>(d) By way of fixed charge all fixtures and fittings owned by the Company from time to time attached to any freehold and leasehold property of the Company,</p> <p>(e) By way of fixed charge all plant and machinery of the company present and future and all associated warranties and maintenance contracts,</p> <p>(f) By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company,</p> <p>(g) By way of fixed charge all the goodwill of the Company present and future,</p> <p>(h) By way of fixed charge all the uncalled capital of the company present and future,</p> <p>(i) By way of fixed charge all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same,</p> <p>(j) By way of fixed charge all intellectual property rights choses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property "Intellectual Property Rights" include (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names,</p> <p>(k) By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Royal Bank of Scotland PLC or any third party, and</p> <p>(l) By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Debenture or any other security present or future held by Nuffield</p>	

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Please use a continuation page if
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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

NONE

8

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



X

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

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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 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 Sharon Morris

Company name Capital Law LLP

Address One Caspian Point

Caspian Way

Post town Cardiff

County/Region Cardiff

Postcode C F 1 0 4 D Q

Country UK

DX 33023 CARDIFF

Telephone 0333 2400 489



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 4237264

CHARGE NO. 11

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 29 MARCH
2010 AND CREATED BY VALE HEALTHCARE LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE UP TO
£2,500,000 FROM THE COMPANY TO NUFFIELD HEALTH 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 15 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 APRIL 2010



Companies House
— for the record —

DX/05



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES