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binding margin

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 £10 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 5)

Name of company

* **Healthcare Properties (Oxford) Limited**

Date of creation of the charge

10 December 2002

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

Debenture containing fixed and floating charges

Amount secured by the mortgage or charge

All monies and liabilities (actual or contingent) for the time being due owing or incurred by the Company to the Bank on any account and in any manner whatsoever.

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

**The Governor and Company of the Bank of Scotland, incorporated by Act of Parliament
and having their Head Office at The Mound, Edinburgh.**

Postcode **EH1 1YZ**

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

**GSC Solicitors
31-32 Ely Place
London EC1N 6TD
CJH B40.11**

Time critical reference

For official Use
Mortgage Section

Post mark



All the undertaking, property and assets of the Company whatsoever and wheresoever, present and future, as specified in the attached Schedule, which also contains covenants by and restrictions on the Company which protect and further define the charges and must be read as one with the charges.

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

Particulars as to commission allowance or discount (Note 3)

NIL

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.
(See Note 5)

Signed

Date 17 December 2002

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

† 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", "Debentures", "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

PARTICULARS OF A MORTGAGE OR CHARGE

Name of Company:- Healthcare Properties (Oxford) Limited
Company number:- 4556634

SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS CONTAINED IN A DEBENTURE IN FAVOUR OF BANK OF SCOTLAND DATED 10 DECEMBER 2002

Charges

1. by way of legal mortgage all the freehold and leasehold property now vested in it whether or not the title to the property is registered at H.M. Land Registry together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
2. by way of fixed charge all future freehold and leasehold property belonging to the Company together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
3. by way of fixed charge all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property charged under this Debenture;
4. by way of fixed charge all the Company's goodwill and uncalled capital for the time being;
5. by way of fixed charge all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them, all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts;
6. by way of fixed charge all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;
7. by way of fixed charge all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as described under 5 above);
8. by way of fixed charge all present and future plant and machinery not otherwise charged under this clause and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress);

9. by way of fixed charge all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest); and
10. by way of floating charge all the Assets not effectively otherwise charged by this clause, including (without limitation) any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in 3 – 9 above, but so that the Company is prohibited from creating any fixed security or mortgage or any other floating charge over the Assets having priority over or ranking pari passu with the floating charge created by this sub-clause (otherwise than in favour of the Bank) and the Company will have no power without the consent of the Bank to part with or dispose of any part of those Assets except by way of sale in the ordinary course of its business.

Conversions into Fixed Charges

11. The Bank may at any time, by notice to the Company, immediately convert the floating charge created under sub-clause 3.1.3 into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from the Bank, automatically be converted with immediate effect into a fixed charge:-
 - 11.1 in respect of any Assets which become subject to a fixed charge in favour of any other person or to a disposition otherwise than by way of sale in the ordinary course of the Company's business immediately upon such charge or disposition;
 - 11.2 in respect of all the Assets charged if and when the Company ceases to carry on business or to be a going concern;
 - 11.3 in respect of all Assets on the making of an order for the compulsory winding-up of the Company or on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or on the presentation of a petition for the making of an administration order in relation to the Company or on the presentation of an application for a warrant of execution, writ of fieri facias, garnishee order or charging order;

but so that this provision will not apply to any Assets situate in Scotland.

Restriction on Charges and Disposals

12. The Company will not without the previous written consent of the Bank:-
 - 12.1 create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on any Asset charged under the Debenture; or
 - 12.2 dispose of or part with possession in any way (except on the determination of any lease, tenancy or licence) or share occupation of any Asset; or
 - 12.3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset
- and the Company applies (and will apply), to the Chief Land Registrar for a restriction to be entered on the register of title of all present and future registered freehold and leasehold property of the Company in the following terms:-
- "Except under an order of the Registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor for the time being of the charge hereby created".

12.4 The Company will, if required to do so by the Bank, deposit with the Bank during the continuance of this security and the Bank will be entitled to hold all deeds and documents of title relating to the Company's freehold, leasehold and heritable property and stocks, shares and other securities and all policies of insurance and assurance.

12.5 The Company (at its own cost) will on demand in writing by the Bank execute and deliver in such form as the Bank may reasonably require:-

12.5.1 a legal mortgage of any freehold or leasehold property of the Company which is not effectively charged and of any freehold or leasehold property acquired by the Company after the date of the Debenture;

12.5.2 a standard security or other fixed security over the Company's heritable freehold, leasehold or other property;

12.5.3 a fixed charge or assignment in security of any Asset subject to a floating charge; and

12.5.4 a chattel mortgage over such chattels, plant and machinery as the Bank may specify;

and the Company will do and concur in all such other acts or things as the Bank may deem necessary to vest in the Bank title to all or any of the Assets.

13. Any fixed mortgage, charge or other security hereafter created by the Company in favour of the Bank shall have priority over the floating charge created by this Debenture, except insofar as the Bank shall declare otherwise whether at or after the time of creation of such fixed security.

Control of Monies Received

14. The Company will pay into its account with the Bank (or as the Bank may direct) all moneys which it receives in respect of any policies of insurance or assurance, fees, royalties, income or book or other debts or any other of the rights and claims charged to the Bank and until such payment hold all moneys so received upon trust for the Bank and will not without the prior written consent of the Bank charge, factor, discount, or assign any of those policies, fees, royalties, income, debts, rights or claims in favour of any other person or purport to do so.

15. In this Schedule Assets shall mean the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04556634

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 10th DECEMBER 2002 AND CREATED BY HEALTHCARE PROPERTIES (OXFORD) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th DECEMBER 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th DECEMBER 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —