

Particulars of a mortgage or charge

395

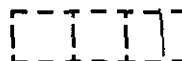
A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



5094407

Name of company

* Catalyst Healthcare (Leeds) Holdings Ltd (the "Holding Company")

Date of creation of the charge

15 October 2004

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

A debenture (the "HC Debenture") dated 15 October 2004 between the Holding Company and The Governor and Company of the Bank of Scotland (the "Security Trustee").

Amount secured by the mortgage or charge

The HC Debenture secures all moneys, debts and liabilities which were at the date of execution of the HC Debenture or have been or at any time thereafter may be or become due, owing or incurred by the Borrower or the Holding Company to any Senior Creditor under or in connection with any Senior Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other Person, whether actually or contingently and whether as principal debtor, guarantor, surety or otherwise) (the "Liabilities").

Capitalised terms used in this Form 395 not otherwise defined herein, shall have the meanings given to such terms in Schedule 1 hereto.

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

The Governor and Company of the Bank of Scotland (as Security Trustee for the Senior Creditors (as defined in Schedule 1)) Infrastructure Finance, Bank of Scotland Corporate Banking, New Uberior House, 11 Earl Grey Street, Edinburgh.

Postcode EH3 9BN

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

Clifford Chance Limited
10 Upper Bank Street
London E14 5JJ

via CH London Counter

For official Use
Mortgage Section



LD2
COMPANIES HOUSE

0352
22/10/04

Time critical reference

PZD/G3150/00566/KA

Short particulars of all the property mortgaged or charged

Please see Schedule 2

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 Unwin LLP

Date 22/10/04

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 _____
to Form No 395 and 410 (Scot)

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

Company Number

5094407

Name of Company

Catalyst Healthcare (Leeds) Holdings Ltd (the "Holding Company")

XXXXXX

* delete if
inappropriate

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

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

Schedules to Form 395 relating to the HC Debenture entered into between the Holding Company and the Security Trustee dated 15 October 2004

**SCHEDULE 1
DEFINITIONS**

In this form 395:

"Account Bank" means The Governor and Company of the Bank of Scotland;

"Account Bank Agreement" means the agreement dated 15 October 2004 between the Borrower, the Holding Company, the Account Bank and the Security Trustee in relation to the establishment and operation of the Project Accounts held with the Account Bank together with any bank mandates, fee letters or safekeeping agreements agreed between the Borrower or (as the case may be) the Holding Company and the Account Bank in relation thereto;

"Additional Working Capital" has the meaning given to such term in the Shareholders' Agreement;

"Agent" means The Governor and Company of the Bank of Scotland in its capacity as agent for the Credit Guarantors;

"Approved Hedging Programme" means at any time the Original Hedging Agreement and such other agreements for the management of the Borrower's exposure to changes in inflation and floating rates of interest as the Majority Credit Guarantors may approve;

"Arranger" means The Governor and Company of the Bank of Scotland;

"Assets" means, in relation to any Person, all or any part of its business, undertaking, property, assets, revenues, Rights and uncalled capital, wherever situated;

"Assigned Accounts" means the HC Proceeds Account and any other current, deposit or other accounts held by the Holding Company at the date of execution of the HC Debenture or thereafter with any Person and all balances at the date of execution of the HC Debenture or thereafter standing to the credit of such accounts;

"Assigned Contracts" means all of the Relevant Documents to which the Holding Company is a party;

"Borrower" means Catalyst Healthcare (Leeds) Limited, Company No. 5113572;

"Borrower Debenture" means the fixed and floating charge debenture dated 15 October 2004 given by the Borrower in favour of the Security Trustee;

"Borrowers Group" means the Borrower, the Holding Company and (without prejudice to Clause 16.2.16 (*No Subsidiaries/Amalgamations, etc.*) of the Credit Guarantee Facility Agreement) their subsidiaries from time to time;

"Borrowers Project Accounts" means any account of the Borrower so designated pursuant to Clause 22.2.1(a) of the Credit Guarantee Facility Agreement;

"Change of Law Credit Guarantee" means in relation to each Credit Guarantor, that part of its Credit Guarantee which is attributable to its Change of Law Credit Guarantee Facility Commitment;

"Change of Law Credit Guarantee Facility" is defined in Clause 2.3 of the Credit Guarantee Facility Agreement;

"Change of Law Credit Guarantee Facility Commitment" means, in relation to the Original Credit Guarantor at any time, and subject as provided in the Credit Guarantee Facility Agreement, the amount (if any) set opposite its name at the end of the Credit Guarantee Facility Agreement under the heading *"Change of Law Credit Guarantee Facility"* (or, in relation to any other Credit Guarantor, as provided in any Transfer Certificate by which such Credit Guarantor acquires a participation in the Change of Law Credit Guarantee Facility under the Credit Guarantee Facility Agreement, pursuant to Clause 28.3 (*Credit Guarantors*)) of the Credit Guarantee Facility Agreement as the same may be cancelled or reduced from time to time in accordance with the Credit Guarantee Facility Agreement;

"Change of Law Credit Guarantee Facility Outstandings" means, in relation to a Credit Guarantor at any time, the amount of its maximum actual and contingent liabilities outstanding under its Change of Law Credit Guarantee;

"Change of Law Credit Guarantors" means the Credit Guarantors from time to time having Change of Law Credit Guarantee Facility Commitments;

"Collateral Agreements" has the meaning ascribed thereto in the Project Agreement;

"Construction Contract" means the agreement entitled **"Design and Build Contract"** dated 15 October 2004 between the Borrower and the Construction Contractor;

"Construction Contractor" means Bovis Lend Lease Limited (or any of its permitted successors or assigns) or any person from time to time acting as a construction contractor to the Borrower under a contract replacing the Construction Contract;

"Construction Contractor Direct Agreement" means the agreement dated 15 October 2004 between the Borrower, the Security Trustee, the Construction Contractor and the Construction Contractor Parent Company Guarantor in respect of the Construction Contract;

"Construction Contractor Parent Company Guarantee" means the guarantee dated on or about the date of the Credit Guarantee Facility Agreement given by the Construction Contractor Parent Company Guarantor, in favour of the Borrower, of the obligations of the Construction Contractor under the Construction Contract;

"Construction Contractor Parent Company Guarantor" means Bovis Lend Lease Holdings Limited, or any other person or persons from time to time guaranteeing the obligations of the Construction Contractor on the same terms as the Construction Contractor Parent Company Guarantee in accordance with the Credit Guarantee Facility Agreement;

"Consultants' Collateral Warranties" means the collateral warranties dated on or about the date of the Intercreditor Agreement given by each of Anshen Dyer Associates and Faber Maunsell Limited in favour of the Borrower;

"Counter-indemnity" means the counter-indemnity given by the Borrower to The Governor and Company of the Bank of Scotland dated 15 October 2004 in respect of the guarantee given by the Governor and Company of the Bank of Scotland to the Original Hedging Counterparty;

"Credit Guarantee" means a guarantee issued or to be issued to the Public Sector Finance Provider by a Term Credit Guarantor, Equity Bridge Credit Guarantor, Change of Law Credit Guarantor, Variation Credit Guarantor or Trust Contribution Bridging Credit Guarantor under the Term Credit Guarantee Facility, the Equity Bridge Credit Guarantee Facility, the Change of Law Credit Guarantee Facility, the Variation Credit Guarantee Facility or the Trust Contribution Bridging Credit Guarantee Facility, respectively under the Credit Guarantee Facility Agreement, which is substantially in the form set out in Schedule 15 (*Form of Credit Guarantee*) of the Credit Guarantee Facility Agreement;

"Credit Guarantee Commitments" means the sum of the Term Credit Guarantee Facility Commitments, the Equity Bridge Credit Guarantee Facility Commitments, the Change of Law Credit Guarantee Facility Commitments, the Variation Credit Guarantee Facility Commitments and the Trust Contribution Bridging Credit Guarantee Facility Commitments;

"Credit Guarantee Facilities" means the Term Credit Guarantee Facility, the Equity Bridge Credit Guarantee Facility, the Change of Law Credit Guarantee Facility, the Variation Credit Guarantee Facility and the Trust Contribution Bridging Credit Guarantee Facility;

"Credit Guarantee Facility Agreement" means the credit guarantee facility agreement dated 15 October 2004 between, *inter alios*, the Borrower, the Holding Company, The Governor and Company of the Bank of Scotland as Agent, Arranger and the Security Trustee and the other parties named therein as amended, varied or supplemented from time to time in accordance with its terms and with Clause 3.2.4 of the Intercreditor Agreement;

"Credit Guarantors" means:

- (a) the Original Credit Guarantor;
- (b) any Substitute Credit Guarantor which has become a party to the Credit Guarantee Facility Agreement in accordance with Clause 28.3 (*Credit Guarantors*) of the Credit Guarantee Facility Agreement and/or the Intercreditor Agreement, and which has not ceased to be a party to the Credit Guarantee Facility Agreement and the Intercreditor Agreement in accordance with their respective terms thereof;

"Custody Agreement" has the meaning ascribed thereto in the Project Agreement;

"Deed of Safeguard" means any Deed of Safeguard relating to the Project entered into from time to time between, the Secretary of State for Health, the Borrower, the Trust and the Security Trustee in the form of Schedule 20 to the Project Agreement;

"Direct Agreements" means:

- (a) the Trust Direct Agreement;
- (b) the Construction Contractor Direct Agreement; and
- (c) the Hard FM Services Contractor Direct Agreement;

"Dividends" means all dividends payable and other distributions made in relation to any of the Investments and all moneys accruing or offered by way of redemption, bonus, preference, option or otherwise, on to or in respect of any Investments;

"EAA" has the meaning given to such term in the Project Agreement;

"Equity" means any share capital of the Borrower and/or the Holding Company (including, without limitation, ordinary, preference, deferred and redeemable shares irrespective of any voting rights attached thereto and any restrictions on rights to participate in distributions);

"Equity Bridge Credit Guarantee" means in relation to each Credit Guarantor, that part of its Credit Guarantee which is attributable to its Equity Bridge Credit Guarantee Facility Commitment;

"Equity Bridge Credit Guarantee Facility" is defined in clause 2.2 of the Credit Guarantee Facility Agreement;

"Equity Bridge Credit Guarantee Facility Commitment" means, in relation to an Original Credit Guarantor at any time, and subject as provided in the Credit Guarantee Facility Agreement, the amount (if any) set opposite its name at the end of the Credit Guarantee Facility Agreement under the heading **"Equity Bridge Credit Guarantee Facility"** (or, in relation to any other Credit Guarantor, as provided in any Transfer Certificate by which such Credit Guarantor acquires a participation in the Equity Bridge Credit Guarantee Facility under the Credit Guarantee Facility Agreement, pursuant to Clause 28.3 (*Credit Guarantors*)) of the Credit Guarantee Facility Agreement as the same may be cancelled or reduced from time to time in accordance with the Credit Guarantee Facility Agreement;

"Equity Bridge Credit Guarantee Facility Outstandings" means, in relation to a Credit Guarantor at any time, the amount of its maximum actual and contingent liabilities outstanding under its Equity Bridge Credit Guarantee;

"Equity Bridge Credit Guarantors" means the Credit Guarantors from time to time having Equity Bridge Credit Guarantee Facility Commitments;

"Equity Subscription Agreement" means the equity subscription agreement dated 15 October 2004 between:

- (a) the Subordinated Creditors and the Holding Company for the subscription of Equity and HC Loan Stock by the Subordinated Creditors in the Holding Company; and
- (b) the Holding Company and the Borrower for the subscription of Equity by the Holding Company in the Borrower;

"Facilities" has the meaning given to such term in the Project Agreement;

"Fees Letter" means any letter prepared in accordance with Clause 9 (*Fees*) of the Credit Guarantee Facility Agreement;

"Finance Documents" means the Senior Finance Documents and the Subordinated Finance Documents;

"Hard FM Services Contract" means the service contract dated 15 October 2004 between the Borrower and the Hard FM Services Contractor and includes any other agreement entered into by the Borrower for the provision of hard facilities management services to the Facilities;

"Hard FM Services Contractor" means Bovis Lend Lease Limited (or any of its permitted successors or assigns) as hard facilities management services provider or any person acting as hard facilities management services provider to the Borrower under a contract replacing the Hard FM Services Contract;

"Hard FM Services Contractor Direct Agreement" means the agreement dated 15 October 2004 between the Borrower, the Security Trustee and the Hard FM Services Contractor in respect of the Hard FM Services Contract;

"Hard FM Services Contractor Parent Company Guarantee" means the guarantee dated 15 October 2004 of the obligations of the Hard FM Services Contractor under the Hard FM Services Contract given by the Hard FM Services Guarantor in favour of the Borrower;

"Hard FM Services Guarantor" means Bovis Lend Lease Holdings Limited or any other person or persons from time to time guaranteeing the obligations of the Hard FM Services Contractor under the Hard FM Services Contract;

"HC Loan Stock" has the meaning ascribed to Loan Stock in the Equity Subscription Agreement;

"HC Proceeds Account" means the account so designated and maintained pursuant to Clause 22.16 (*HC Proceeding Account*) of the Credit Guarantee Facility Agreement;

"HC Project Accounts" means any account of the Holding Company so designated pursuant to Clause 22.2.1(b) of the Credit Guarantee Facility Agreement;

"HC Shares" means the shares of £1 each in the Holding Company;

"Hedging Agreement" means the Original Hedging Agreement, and any other agreement entered into pursuant to the Approved Hedging Programme;

"Hedging Counterparties" means the Original Hedging Counterparty and any other Hedging Counterparty acceding under the terms of the Intercreditor Agreement and **"Hedging Counterparty"** means any one of them;

"Holding Company" means Catalyst Healthcare (Leeds) Holdings Limited, Company No. 5094407;

"Hospital" means the new Oncology wing with at St James's Hospital situated at Becket Street, Leeds, West Yorkshire;

"Independent Tester's Collateral Agreement" has the meaning ascribed thereto in the Project Agreement;

"Independent Tester Contract" has the meaning ascribed thereto in the Project Agreement;

"Intellectual Property" means patents and registered designs, copyrights, unregistered designs, rights in trademarks whether registered or not, goodwill and rights in confidential information and know-how and any associated or similar rights which may now or hereafter exist (including, where applicable, applications and rights to apply therefor);

"Intercreditor Agreement" means the security trust and intercreditor deed dated 15 October 2004 between *inter alios* the Agent, the Public Sector Finance Provider, the Public Sector Loan Facilities Agent, the Security Trustee, the Subordinated Creditors, the Borrower, the Holding Company, the Shareholders and the Hedging Counterparty;

"Investments" means:

- (a) shares (including the Shares), stock, debentures (including debenture stock, loan stock, bonds, notes and certificates of deposit) and any other securities in, of or created by any Person and all Rights relating thereto;
- (b) the Senior Finance Liabilities; and
- (c) any Dividends;

"Joint Insurance Proceeds Account" means the account opened and maintained in the joint names of the Borrower and the Trust for the purpose of Clause 36.18 of the Project Agreement;

"Joint Insurance Proceeds Account Agreement" means the account agreement relating to the Joint Insurance Proceeds Account dated 15 October 2004 between the Borrower, the Trust, the Security Trustee and the Account Bank and entitled **"Trust Insurance Proceeds Account Agreement"**;

"Lend Lease Corporation Guarantee" means the guarantee dated on or about the date of the Intercreditor Agreement given by the Lend Lease Corporation Guarantor in favour of the Borrower, of the obligations of the Construction Contractor under the Construction Contract;

"Lend Lease Corporation Guarantor" means Lend Lease Corporation, or any other person or persons from time to time guaranteeing 20 per cent of the obligations of the Construction Contractor on the same terms as the Lend Lease Corporation Guarantee;

"Loan Stock" has the meaning ascribed thereto in the Equity Subscription Agreement;

"Loan Stock Deed" has the meaning ascribed thereto in the Equity Subscription Agreement;

"LLFM MES Agreement" has the meaning ascribed thereto in the Project Agreement;

"Majority Credit Guarantors" means, subject to Clause 12.2 of the Intercreditor Agreement, Credit Guarantors whose Outstandings together exceed $66\frac{2}{3}$ per cent. of the Total

Outstandings (or, if there are no Outstandings, Credit Guarantors whose Credit Guarantee Commitments together exceed $66\frac{2}{3}$ per cent. of the Total Credit Guarantee Commitments;

"MES Contract" means the service contract dated 15 October 2004 between the Borrower and the MES Contractor and includes any other agreement entered into by the Borrower for the provision of managed equipment services (or services substantially equivalent thereto) to the Facilities;

"MES Contractor" means HTI Leeds Limited or such other person or persons acting as a managed equipment service provider under a contract replacing the MES Contract (or part thereof) in accordance with the Project Agreement;

"Obligors" means the Holding Company, in its capacity as issuer of the Loan Stock and the Equity, and the Borrower;

"On-Loan Agreement" means the agreement dated 15 October 2004 between the Borrower and the Holding Company for the purpose of making available to the Borrower the proceeds of the Equity subscribed in the Holding Company and the HC Loan Stock subject to the terms and conditions of the Credit Guarantee Facility Agreement;

"Original Credit Guarantor" means The Governor and Company of the Bank of Scotland;

"Original Hedging Agreement" means the ISDA Master Agreement dated 15 October 2004 between the Borrower and the Original Hedging Counterparty to hedge the Borrower's exposure to changes in inflation, each of the swap confirmations of the same date thereunder and any ancillary documentation relating thereto (including, without limitation, the Counter-indemnity);

"Original Hedging Counterparty" means HBOS Treasury Services PLC;

"Outstandings" means, in relation to a Credit Guarantor at any time, its Term Credit Guarantee Facility Outstandings, its Equity Bridge Credit Guarantee Facility Outstandings, its Change of Law Credit Guarantee Facility Outstandings, its Variation Credit Guarantee Facility Outstandings and its Trust Contribution Bridging Credit Guarantee Facility Outstandings;

"Parallel Loan Agreements" means the loan agreements between each of the Construction Contractor, the Hard FM Services Contractor and the MES Contractor and (in each case) the Borrower entered into in accordance with the Construction Contract, the Hard FM Services Contract and the MES Contract respectively;

"Person" means any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not having a separate legal personality);

"Planning Consents" has the meaning ascribed thereto in the Credit Guarantee Facility Agreement;

"Project" means the financing, design and construction of and the provision of certain services in connection with the relocation and consolidation of oncology and other facilities onto the Site;

"Project Accounts" means the Borrower Project Accounts and the HC Project Accounts;

"Project Agreement" means the project agreement dated 15 October 2004 between the Borrower and the Trust in relation to the Facilities;

"Project Documents" means:

- (a)
 - (i) the Project Agreement;
 - (ii) the Construction Contract;
 - (iii) the Construction Contractor Parent Company Guarantee;
 - (iv) the Lend Lease Corporation Guarantee;
 - (v) the Hard FM Services Contract;
 - (vi) the MES Contract;
 - (vii) the Hard FM Services Contractor Parent Company Guarantee;
 - (viii) the Sub-Contractor Cooperation Agreement;
 - (ix) the LLFM MES Agreement;
 - (x) the Shareholders Agreement;
 - (xi) the memorandum and articles of association of the Borrower and the Holding Company;
 - (xii) the Custody Agreement;
 - (xiii) the Collateral Agreements;
 - (xiv) the Consultants' Collateral Warranties;
 - (xv) the Independent Tester Contract;
 - (xvi) the EAAs;
 - (xvii) the Planning Consents;
 - (xviii) the Joint Insurance Proceeds Account Agreement; and
 - (xix) the Parallel Loan Agreements;
- (b) all agreements or instruments entered into in connection with or pursuant to any of the foregoing or affecting in any material respect the interests of the

Credit Guarantors under the Senior Finance Documents to which any member of the Borrowers Group is or hereafter becomes a party or under which any such member has or at any time hereafter directly or indirectly acquires benefits (other than, for the avoidance of doubt, the Finance Documents);

"Public Sector Finance Provider" means the Secretary of State for Health;

"Public Sector Loan Facilities Agent" means the Secretary of State for Health, any or its successors or assigns, or such other public sector loan facilities agent as may be appointed from time to time in accordance with the Intercreditor Agreement;

"Public Sector Loan Facilities Agreement" means the public sector loan facilities agreement dated 15 October 2004 between, *inter alios*, the Public Sector Finance Provider, the Public Sector Loan Facilities Agent, the Holding Company and the Borrower;

"Relevant Documents" means the Project Documents and the Finance Documents;

"Relevant L/C" means a letter of credit issued by a bank whose long term unsecured and unsubordinated debt is rated at least A by S&P and at least A2 by Moody's in a form satisfactory to the Agent, securing compliance by the relevant Subordinated Creditor with its commitment to provide the Equity and Subordinated Finance Liabilities in accordance with the relevant Subordinated Finance Documents;

"Rights" means rights, authorities, discretions, remedies, liberties, powers, easements, quasi-easements and appurtenances (in each case, of any nature whatsoever);

"Security Documents" means:

(a)

- (i) the Borrower Debenture;
- (ii) the HC Debenture;
- (iii) the Intercreditor Agreement;
- (iv) the Direct Agreements;
- (v) the Shareholders Support Agreement; and
- (vi) the Independent Tester's Collateral Agreement, and

(b) all agreements and other documents executed from time to time pursuant to any of the foregoing including all notices of assignment and/or charge given pursuant to, and as contemplated by, the Borrower Debenture and the HC Debenture and the acknowledgements thereto, and any present or future document confirming or evidencing any security or guarantee for, or in relation to, Senior Finance Liabilities;

"Security Trustee" means the Governor and Company of the Bank of Scotland and any Person from time to time appointed as Security Trustee under the HC Debenture;

"Senior Creditors" means the Hedging Counterparties, the Public Sector Finance Provider, the Public Sector Loan Facilities Agent, the Security Trustee and the Credit Guarantors and **"Senior Creditor"** means any one of them;

"Senior Finance Document" means:

- (a)
 - (i) the Credit Guarantee Facility Agreement;
 - (ii) the Public Sector Loan Facilities Agreement;
 - (iii) the Credit Guarantees;
 - (iv) the Security Documents;
 - (v) the Account Bank Agreement;
 - (vi) the Original Hedging Agreement, any other Hedging Agreement and the Approved Hedging Programme;
 - (vii) the Counter-indemnity;
 - (viii) the Fees Letters; and
 - (ix) any Deed of Safeguard, and
- (b) all agreements and other documents executed from time to time pursuant to any of the foregoing to which the Agent and/or the Security Trustee and/or any other Senior Creditor is a party which the Security Trustee agrees shall constitute Senior Finance Documents;

"Senior Finance Liabilities" means the indebtedness of the Obligors to the Senior Creditors under the Senior Finance Documents;

"Service Providers" means the Hard FM Services Contractor and the MES Contractor;

"Shareholders" means the shareholders of the Holding Company from time to time, being, at the date hereof, Bovis Lend Lease Holdings Limited and Uberior Infrastructure Investments Limited and **"Shareholder"** means any one of them;

"Shareholders Agreement" means the agreement dated 15 October 2004 between the Shareholders;

"Shareholders Support Agreement" means the agreement so entitled and dated 15 October 2004 between *inter alios* the Borrower, the Shareholders, the Holding Company, Lend Lease Europe Holdings Limited and the Security Trustee;

"Shares" means all present and future shares in the Borrower being, at the date of execution of the HC Debenture, those described in Schedule 1 (*Shares*) to the HC Debenture;

"Site" means the land made available to the Borrower for the Project as identified in Schedule 7 (*Land Matters*) to the Project Agreement;

"Sub-Contractor Cooperation Agreement" means the agreement so entitled and dated 15 October 2004 between the Borrower and the Service Providers;

"Subordinated Creditors" means Bovis Lend Lease Holdings Limited, Uberior Infrastructure Investments Limited and The Governor and Company of the Bank of Scotland in its capacity as subordinated creditor;

"Subordinated Finance Documents" means the Shareholders Agreement, the Equity Subscription Agreement, the Shareholders Support Agreement, the Loan Stock Deed, the On-Loan Agreement, the Shares, the HC Shares and the Loan Stock in the form they take at 15 October 2004 or as amended in accordance with Clause 3.1.1 of the Intercreditor Agreement;

"Subordinated Finance Liabilities" means the indebtedness of the Obligors to the Subordinated Creditors under the Subordinated Finance Documents (including, for the avoidance of doubt, indebtedness in respect of Equity and/or Loan Stock and/or Additional Working Capital);

"Substitute Credit Guarantor" has the meaning given to such term in Schedule 2 (*Public Sector Finance Matters*) of the Intercreditor Agreement;

"Term Credit Guarantee" means in relation to each Credit Guarantor, that part of its Credit Guarantee which is attributable to its Term Credit Guarantee Facility Commitment;

"Term Credit Guarantee Facility" is defined in Clause 2.1 of the Credit Guarantee Facility Agreement;

"Term Credit Guarantee Facility Commitment" means, in relation to the Original Credit Guarantor at any time, and subject as provided in the Credit Guarantee Facility Agreement, the amount (if any) set opposite its name at the end of the Credit Guarantee Facility Agreement under the heading *"Term Credit Guarantee Facility"* (or, in relation to any other Credit Guarantor, as provided in any Transfer Certificate by which such Credit Guarantor acquires a participation in the Credit Guarantee under the Credit Guarantee Facility Agreement, pursuant to Clause 28.3 (*Credit Guarantors*) of the Credit Guarantee Facility Agreement as the same may be cancelled or reduced from time to time in accordance with the Credit Guarantee Facility Agreement;

"Term Credit Guarantee Facility Outstandings" means, in relation to a Credit Guarantor at any time, the amount of its maximum actual and contingent liabilities outstanding under its Term Credit Guarantee;

"Term Credit Guarantors" means the Credit Guarantors from time to time having Term Credit Guarantee Facility Commitments;

"Total Credit Guarantee Commitments" means, at any particular time, the aggregate of the Credit Guarantee Commitments of all the Credit Guarantors;

"Transfer Certificate" means a transfer certificate substantially in the form set out in Schedule 4 (*Transfer Certificate*) of the Credit Guarantee Facility Agreement;

"Total Outstandings" means, at any particular time, the aggregate of the Outstandings of all the Credit Guarantors under the Credit Guarantees;

"Trust" means the Leeds Teaching Hospitals NHS Trust;

"Trust Contribution Bridging Credit Guarantee" means in relation to each Credit Guarantor, that part of its Credit Guarantee which is attributable to its Trust Contribution Bridging Credit Guarantee Facility Commitment;

"Trust Contribution Bridging Credit Guarantee Facility" is defined in Clause 2.5 of the Credit Guarantee Facility Agreement;

"Trust Contribution Bridging Credit Guarantee Facility Commitment" means, in relation to the Original Credit Guarantor at any time, and subject as provided in the Credit Guarantee Facility Agreement, the amount (if any) set opposite its name at the end of the Credit Guarantee Facility Agreement under the heading "*Trust Contribution Bridging Credit Guarantee Facility*" (or, in relation to any other Credit Guarantor, as provided in any Transfer Certificate by which such Credit Guarantor acquires a participation in the Trust Contribution Bridging Credit Guarantee Facility under the Credit Guarantee Facility Agreement, pursuant to Clause 28.3 (*Credit Guarantors*)) of the Credit Guarantee Facility Agreement as the same may be cancelled or reduced from time to time in accordance with the Credit Guarantee Facility Agreement;

"Trust Contribution Bridging Credit Guarantee Facility Outstandings" means, in relation to a Credit Guarantor at any time, the amount of its maximum actual and contingent liabilities outstanding under its Trust Contribution Bridging Credit Guarantee;

"Trust Contribution Bridging Credit Guarantors" means the Credit Guarantors from time to time having Trust Contribution Bridging Credit Guarantee Facility Commitments;

"Trust Direct Agreement" means the direct agreement dated 15 October 2004 between the Borrower, the Security Trustee and the Trust in respect of *inter alia* the Project Agreement;

"Variation Credit Guarantee" means in relation to each Credit Guarantor, that part of its Credit Guarantee which is attributable to its Variation Credit Guarantee Facility Commitment;

"Variation Credit Guarantee Facility" is defined in Clause 2.4 of the Credit Guarantee Facility Agreement;

"Variation Credit Guarantee Facility Commitment" means, in relation to an Original Credit Guarantor at any time, and subject as provided in the Credit Guarantee Facility Agreement, the amount (if any) set opposite its name at the end of the Credit Guarantee Facility Agreement under the heading "*Variation Credit Guarantee Facility*" (or, in relation to any other Credit Guarantor, as provided in any Transfer Certificate by which such Credit Guarantor acquires a participation in the Variation Credit Guarantee Facility under the Credit Guarantee Facility Agreement, pursuant to Clause 28.3 (*Credit Guarantors*)) of the Credit

Guarantee Facility Agreement as the same may be cancelled or reduced from time to time in accordance with the Credit Guarantee Facility Agreement;

"Variation Credit Guarantee Facility Outstandings" means, in relation to a Credit Guarantor at any time, the amount of its actual and contingent liabilities outstanding under the Variation Credit Guarantee;

"Variation Credit Guarantors" means the Credit Guarantors from time to time having Variation Credit Guarantee Facility Commitments;

SCHEDULE 2

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. SECURITY

1.1 Charging Provision

The Holding Company with full title guarantee and as security for the payment and discharge of all Liabilities has charged in favour of the Security Trustee (as security trustee for the Senior Creditors):

1.1.1 by way of first fixed charge:

- (a) all the Shares, Rights attaching or relating to the Shares and all cash or other Assets thereafter belonging to the Holding Company and deriving from the Shares;
- (b) all its other present and future Investments, Rights attaching or relating to Investments and all cash or other Assets thereafter belonging to the Holding Company and derived from such Investments and Rights; and
- (c) all its present and future uncalled capital and goodwill, and

1.1.2 by way of first floating charge, its undertaking and all its Assets, both present and future (including Assets expressed to be charged by Clause 1.1.1 above or assigned by Clause 1.2 (*Assignment Provisions*) below.

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to Clause 1.1.2

1.2 Assignment Provisions

The Holding Company with full title guarantee has assigned by way of security to the Security Trustee:

- 1.2.1 all its present and future Right, title and interest in, to and under the Assigned Contracts including all moneys which at any time may be or become payable to the Holding Company pursuant thereto and the net proceeds of any claims, awards and judgments which may at any time be receivable or received by the Holding Company pursuant thereto; and
- 1.2.2 all its present and future Right, title and interest in, to and under the Relevant L/Cs including all moneys which at any time may be or become payable to the Holding Company pursuant thereto and the net proceeds of any claims, awards and judgments which may at any time be receivable or received by the Holding Company pursuant thereto; and

1.2.3 all its present and future Right, title and interest in and to the Assigned Accounts.

2. **FURTHER ASSURANCES**

The HC Debenture contains covenants for further assurance.

3. **NEGATIVE PLEDGE**

The HC 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. 05094407

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE (THE HC DEBENTURE) DATED THE 15th OCTOBER 2004 AND CREATED BY CATALYST HEALTHCARE (LEEDS) HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER OR THE HOLDING COMPANY TO ANY SENIOR CREDITOR 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 22nd OCTOBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th OCTOBER 2004.

LC Angela



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —