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CHFP025

Please do not
write in
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Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

00400107 ✓

Particulars of a mortgage or charge

395

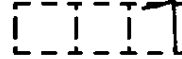
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



5783450

Name of company

* GHG 4 (Princess Margaret Hospital) Limited (the "Company")

Date of creation of the charge

31 March 2008

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

An account charge dated 31 March 2008 (the "Charge") granted by the Company in favour of Barclays Bank PLC as hedge counterparty under the Rent Counterparty Documents (the "Rent Counterparty").

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether incurred by a Chargor or by some other person) of the Chargors to the Rent Counterparty under the Rent Counterparty Documents (the "Secured Obligations")

Please refer to Schedule 1 (Definitions), which sets out a list of defined terms.

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

Barclays Bank plc, 5 The North Colonnade, London

Postcode E14 4BB

Presenter's name address and
reference (if any)

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

Time critical reference

70-40055162/907037

For official Use (06/2005)
Mortgage Section

Post room

MONDAY



LD4

LP58CYOL
07/04/2008
COMPANIES HOUSE

142

Short particulars of all the property mortgaged or charged

The Company has charged all its rights, title and interest from time to time in and to the Accounts and Deposits with full title guarantee and by way of fixed charge in favour of the Rent Counterparty for the payment and discharge of the Secured Obligations

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)

N/A

Signed Clifford Chance LLP

Date 7 April 2008

On behalf of ~~XXXXXXXXXXXX~~ [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

SCHEDULE 1

DEFINITIONS

"Account" means each of the Excess Rent Account and the Upstream Proceeds Account

"Account Holder" means GHG 38 (Property Holdings) Limited (registered in England and Wales with registered number 05783540)

"Borrower" has the meaning given to it in the Facility Agreement

"Chargors" means the companies listed in Schedule 2.

"Deposit" means each credit balance from time to time on an Account and all rights, benefits and proceeds in respect thereof

"Excess Rent Account" means the account designated "GHG 38 (Property Holdings) Limited - Excess Rent Account" held with Barclays Bank PLC in the name of GHG 38 (Property Holdings) Limited, account number 73315045, sort-code 20-65-82

"Facility Agreement" means the up to £1,650,000,000 propco facility agreement dated 6 October 2006 between, amongst others, the companies set out in Part II of Schedule 1 of that document as Borrowers and Barclays Capital, Dresdner Kleinwort Limited, The Governor and Company of the Bank of Scotland and Mizuho Corporate Bank, Ltd as Mandated Lead Arrangers.

"Holdco" has the meaning given to it in the Facility Agreement

"Holdco-Swap Bank Hedge Document" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into between the Rent Counterparty and any Holdco to hedge its exposure to the UK retail price index in respect of the Rental Income receivable under a Principal Lease by the Borrower which is the Subsidiary of that Holdco and, if applicable, as novated to the Borrower which is the Subsidiary of that Holdco

"Principal Lease" has the meaning given to it in the Facility Agreement

"Rental Income" has the meaning given to it in the Facility Agreement

"Rent Counterparty Documents" means each of:

- (i) the Holdco-Swap Bank Hedge Document,
- (ii) the Rent Counterparty Intercreditor Agreement, and
- (iii) the Charge

"Rent Counterparty Intercreditor Agreement" means the intercreditor agreement in respect of the Excess Rent Account and each Upstream Proceeds Account entered or to be

entered into by the Account Holder, each Holdco, Barclays Capital Mortgage Servicing Limited as the security trustee and the Rent Counterparty

"Subsidiary" has the meaning given to it in the Facility Agreement

"Upstream Proceeds Account" means the account designated "GHG 38 (Property Holdings) Limited - Upstream Proceeds Account" held with Barclays Bank PLC in the name of GHG 38 (Property Holdings) Limited, account number 73749649, sort-code 20-65-82

TERMS DEFINED ELSEWHERE

Terms not expressly defined in this Form 395 have the meaning given to those terms in the Charge

OTHER

The Charge contains covenants for further assurance

SCHEDULE 2**CHARGORS**

Name	Jurisdiction	Company Number
GHG 2 (Clementine Churchill Hospital) Limited	England and Wales	5783441
GHG 3 (Ross Hall Hospital) Limited	England and Wales	5783442
GHG 4 (Princess Margaret Hospital) Limited	England and Wales	5783450
GHG 5 (London Independent Hospital) Limited	England and Wales	5783445
GHG 6 (Thornbury Hospital) Limited	England and Wales	5783451
GHG 7 (Chiltern Hospital) Limited	England and Wales	5783446
GHG 8 (Park Hospital) Limited	England and Wales	5783453
GHG 9 (Bath Clinic) Limited	England and Wales	5783447
GHG 10 (Nuneaton Private Hospital) Limited	England and Wales	5783455
GHG 11 (Mount Alvernia Hospital) Limited	England and Wales	5783477
GHG 12 (Hampshire Clinic) Limited	England and Wales	5783487
GHG 13 (Chaucer Hospital) Limited	England and Wales	5783479
GHG 14 (Shirley Oaks Hospital) Limited	England and Wales	5783476
GHG 15 (Highfield Hospital) Limited	England and Wales	5783490
GHG 16 (Chelsfield Park Hospital) Limited	England and Wales	5783482
GHG 17 (Ridgeway Hospital) Limited	England and Wales	5783486
GHG 18 (Saxon Clinic) Limited	England and Wales	5783495

GHG 19 (Albyn Hospital) Limited	England and Wales	5783491
GHG 20 (Sarum Road Hospital) Limited	England and Wales	5783501
GHG 21 (Somerfield Hospital) Limited	England and Wales	5783492
GHG 22 (Garden Hospital) Limited	England and Wales	5783494
GHG 23 (Fawkham Manor Hospital) Limited	England and Wales	5783496
GHG 24 (Sloane Hospital) Limited	England and Wales	5783493
GHG 25 (Werndale Hospital) Limited	England and Wales	5783497
GHG 26 (Beardwood Hospital) Limited	England and Wales	5783502
GHG 27 (Esperance Hospital) Limited	England and Wales	5783498
GHG 28 (Manor Hospital) Limited	England and Wales	5783576
GHG 29 (Fernbrae Hospital) Limited	England and Wales	5783526
GHG 30 (Paddocks Hospital) Limited	England and Wales	5783504
GHG 31 (Blackheath Hospital) Limited	England and Wales	5783528
GHG 32 (Goring Hall Hospital) Limited	England and Wales	5783503
GHG 33 (Beaumont Hospital) Limited	England and Wales	5783541
GHG 34 (Priory Hospital) Limited	England and Wales	5783575
GHG 35 (Droitwich Spa Hospital) Limited	England and Wales	5783511
GHG 36 (Winterbourne Hospital) Limited	England and Wales	5783524
GHG 37 (Alexandra Hospital) Limited	England and Wales	5783512

GHG 38 (Property Holdings) Limited	England and Wales	5783540
GHG 2 (BVI Property Holdings) Limited	British Virgin Islands	1022025
GHG 3 (BVI Property Holdings) Limited	British Virgin Islands	1022024
GHG 4 (BVI Property Holdings) Limited	British Virgin Islands	1022023
GHG 5 (BVI Property Holdings) Limited	British Virgin Islands	1022160
GHG 6 (BVI Property Holdings) Limited	British Virgin Islands	1022161
GHG 7 (BVI Property Holdings) Limited	British Virgin Islands	1022162
GHG 8 (BVI Property Holdings) Limited	British Virgin Islands	1022163
GHG 9 (BVI Property Holdings) Limited	British Virgin Islands	1022141
GHG 10 (BVI Property Holdings) Limited	British Virgin Islands	1022142
GHG 11 (BVI Property Holdings) Limited	British Virgin Islands	1022143
GHG 12 (BVI Property Holdings) Limited	British Virgin Islands	1022144
GHG 13 (BVI Property Holdings) Limited	British Virgin Islands	1022145
GHG 14 (BVI Property Holdings) Limited	British Virgin Islands	1022146
GHG 15 (BVI Property Holdings) Limited	British Virgin Islands	1022027
GHG 16 (BVI Property Holdings) Limited	British Virgin Islands	1022028
GHG 17 (BVI Property Holdings) Limited	British Virgin Islands	1022029
GHG 18 (BVI Property Holdings) Limited	British Virgin Islands	1022033
GHG 19 (BVI Property Holdings) Limited	British Virgin Islands	1022032

GHG 20 (BVI Property Holdings) Limited	British Virgin Islands	1022030
GHG 21 (BVI Property Holdings) Limited	British Virgin Islands	1022031
GHG 22 (BVI Property Holdings) Limited	British Virgin Islands	1022034
GHG 23 (BVI Property Holdings) Limited	British Virgin Islands	1022189
GHG 24 (BVI Property Holdings) Limited	British Virgin Islands	1021971
GHG 25 (BVI Property Holdings) Limited	British Virgin Islands	1021970
GHG 26 (BVI Property Holdings) Limited	British Virgin Islands	1021969
GHG 27 (BVI Property Holdings) Limited	British Virgin Islands	1021993
GHG 28 (BVI Property Holdings) Limited	British Virgin Islands	1022159
GHG 29 (BVI Property Holdings) Limited	British Virgin Islands	1022158
GHG 30 (BVI Property Holdings) Limited	British Virgin Islands	1022157
GHG 31 (BVI Property Holdings) Limited	British Virgin Islands	1022156
GHG 32 (BVI Property Holdings) Limited	British Virgin Islands	1022155
GHG 33 (BVI Property Holdings) Limited	British Virgin Islands	1022154
GHG 34 (BVI Property Holdings) Limited	British Virgin Islands	1022153
GHG 35 (BVI Property Holdings) Limited	British Virgin Islands	1022152
GHG 36 (BVI Property Holdings) Limited	British Virgin Islands	1022151
GHG 37 (BVI Property Holdings) Limited	British Virgin Islands	1022150



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5783450
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ACCOUNT CHARGE DATED 31
MARCH 2008 AND CREATED BY GHG 4 (PRINCESS MARGARET
HOSPITAL) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF
THE COMPANIES NAMED THEREIN TO BARCLAYS BANK PLC
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 7 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 APRIL 2008



Companies House
— for the record —

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES