

219683/26

In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge



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 register particulars of a charge for a Scottish company. To do this, please use form MG01s

THURSDAY



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COMPANIES HOUSE

1 Company details

Company number 0 7 1 7 9 9 4 9

Company name in full MPG Hospital Properties Limited (the "**Charging Company**")

For official use

→ **Filing 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 d2 d8 m0 m5 y2 y0 y1 y0

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 Debenture dated 28 May 2010 (the "**Debenture Date**") made between the Charging Company and MPG Hospital Holdings Limited (the "**Company**") (1) in favour of Bank of Scotland plc (in its capacity as Security Agent for the Beneficiaries (each term as defined in the Continuation Pages to Section 6 of this Form MG01)) (2) (the "**Debenture**")

4 Amount secured

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

Amount secured The Secured Sums (as defined in the Continuation Pages to Section 6 of this Form MG01)

Reference to any Finance Document (as defined in the Continuation Pages to Section 6 of this Form MG01) includes references to such Finance Document as varied in any manner from time to time, even if changes are made to the composition of the parties to such document or to the nature or amount of any facilities made available under such document

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

MG01

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

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

Name	Bank of Scotland plc
Address	(In its capacity as Security Agent for the Beneficiaries) Level 7, 155 Bishopsgate London
Postcode	E C 2 M 3 Y B
Name	
Address	
Postcode	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars

In this Section 6, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Form MG01 to the Debenture or to any other document (including any Finance Document) include reference to the Debenture, or to such other document, as varied in any manner from time to time. Definitions used in this Form MG01 are set out in the end of the Continuation Pages to this Section 6.

The Continuation Pages to this Section 6 refer to covenants by and restrictions on, the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges.

The Debenture creates fixed charges and a Qualifying Floating Charge over all or substantially all of the Charging Company's assets, as follows:

Particulars of property mortgaged or charged

- 1 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, assigned absolutely to the Security Agent by way of security (subject to Clause 28 (*Release of Security*))
 - (a) the benefit of all of its Acquisition Agreement Claims except for any Acquisition Agreement Claims relating to any Acquisition Agreement or Property Acquisition Document that is governed by Scots Law,
 - (b) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies other than any Insurance Policies governed by Scots Law,
 - (c) all its rights, title and interest from time to time in respect of the Hedging Agreements,

PLEASE ALSO SEE ATTACHED CONTINUATION PAGES

MG01 - continuation page
Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 1

(d) in respect of the Properties in England and Wales, all its rights, title and interest from time to time in respect of the Occupational Leases (including, without limitation, all its rights, title and interest from time to time in respect of Rental Income and each of its Call Option Rights),

(e) all its rights, title and interest from time to time in respect of the Intra-Group Loan Agreement

2 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Security Agent

(a) by way of legal mortgage, each Property in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of the Debenture, in each case as described below

Name of Chargor/Registered Proprietor	Description of Property	Title Number
MPG Hospital Properties Limited	Abbey Gisburne Park Hospital/Covenant Churchill, Gisburn, Nr Clitheroe, Lancs BB7 4HX	LA798973
MPG Hospital Properties Limited	Kenilworth Road Diagnostic Centre, 1 Kenilworth Road, Crosby, Liverpool L23 3AD	MS247067 and MS251697

(b) by way of legal mortgage, all other Land in England and Wales at the Debenture Date vested in it and not registered at the Land Registry,

(c) by way of fixed charge

(i) all other Land (except any Land which is located in Scotland) which is at the Debenture Date, or in the future becomes, its property,

(ii) all interests and rights in or relating to Land (except any Land which is located in Scotland) or the proceeds of sale of Land (except any Land which is located in Scotland) at the Debenture Date or in the future belonging to it,

(iii) all plant and machinery at the Debenture Date or in the future attached to any Land (except any land which is located in Scotland) which, or an interest in which, is charged by it under sub-paragraphs (a) to (c)(ii) inclusive of Clause 3 2,

Continued

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 2

- (iv) all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to and (except any Land which is located in Scotland), except to the extent that such items are for the time being effectively assigned by way of security pursuant to Clause 3.1 (*Assignments*),
- (v) all Specified Investments (except any Specified Investments governed by Scots Law) which are its property at the Debenture Date, including all proceeds of sale derived from them,
- (vi) all Specified Investments (except any Specified Investments governed by Scots Law) in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
- (vii) all Derivative Rights of a capital nature at the Debenture Date or in the future accruing or offered in respect of its Specified Investments (except any Specified Investments governed by Scots Law),
- (viii) all Derivative Rights of an income nature at the Debenture Date or in the future accruing or offered at any time in respect of its Specified Investments (except any Specified Investments governed by Scots Law),
- (ix) all insurance or assurance contracts or policies at the Debenture Date or in the future held by or otherwise benefiting it (other than any such contracts or policies that are governed by Scots Law) which relate to Fixed Security Assets or which are at the Debenture Date or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture,
- (x) all its goodwill and uncalled capital for the time being,
- (xi) [intentionally left blank],
- (xii) all Intellectual Property (except any Intellectual Property governed by Scots Law) belonging to it at the Debenture Date, including any Intellectual Property (except any Intellectual Property governed by Scots Law) to which it is not absolutely entitled or to which it is entitled together with others,
- (xiii) all Intellectual Property (except any Intellectual Property governed by Scots Law) that may be acquired by or belong to it in the future, including any such Intellectual Property (except any Intellectual Property governed by Scots Law) to which it is not absolutely entitled or to which it is entitled together with others,

Continued

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 3

- (xiv) the benefit of all agreements and licences (except any agreements or licences governed by Scots Law) at the Debenture Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (xv) all its rights at the Debenture Date or in the future in relation to trade secrets, confidential information and know-how in any part of the world,
- (xvi) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in subparagraphs (c)(xii) to (xv) inclusive of Clause 3 2 (*Fixed Security*),
- (xvii) all trade debts owing to it at the Debenture Date or in the future,
- (xviii) all other debts owing to it at the Debenture Date or in the future, excluding those arising on fluctuating accounts with other members of the Propco Group,
- (xix) the benefit of all instruments, guarantees, charges, pledges and other security (except for any such assets that are governed by Scots Law) and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 1 (*Assignments*),
- (xx) all moneys at any time standing to the credit of each Blocked Account,
- (xxi) all its interests and rights (if any) in or to any money at any time standing to the credit of the General Account,
- (xxii) any beneficial interest, claim or entitlement it has to any pension fund at the Debenture Date or in the future,
- (xxiii) all rights, money or property accruing or payable to it at the Debenture Date or in the future under or by virtue of a Fixed Security Asset (other than any Fixed Security Asset governed by Scots Law or located in Scotland) except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Debenture,
- (xxiv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them

3 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, or (in respect of those Assets charged by Clause 3 3(b)) with absolute warrandice, charged to the Security Agent by way of floating charge

Continued

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 4

(a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 1 (*Assignments*) or charged by any fixed charge contained in Clause 3 2 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4 4 (*Reconversion*), and

(b) without exception, all its Assets in so far as they are for the time being situated in Scotland or otherwise governed by Scots Law,

but in each case so that the Charging Company shall not create any Security over any such Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) with respect to any such Asset, and the Charging Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset (except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Finance Document)

Covenants and Restrictions contained in the Debenture

1 By Clause 6 1 (*Application of Receivables*), the Charging Company agreed to collect and realise all its Rental Income and other Receivables and, immediately on receipt, pay all money so collected into the relevant Control Accounts in accordance with Clause 19 (*Control Accounts*) of the Facilities Agreement. The Charging Company agreed, pending such payment, to hold all money so received upon trust for the Security Agent

2 By Clause 6 2 (*Control Accounts*), the Charging Company agreed that

(a) it would not have signing rights on any Blocked Account, nor be permitted to withdraw any money from a Blocked Account at any time,

(b) no withdrawal would be made by the Charging Company from the General Account at any time when a Default is continuing or would occur as a result of that withdrawal, except with the prior written consent of the Agent or to pay the Secured Sums in accordance with the terms of the Facilities Agreement, and

(c) any withdrawal from a Control Account permitted by the Agent at any time would not be deemed to be a release of the security constituted by the Debenture over any other money or interest then or in the future forming part of the assets subject, or expressed to be subject, to the Transaction Security

3 By Clause 6 4 (*No derogation*), the Charging Company agreed not to purport, without the Security Agent's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do anything or omit to take any reasonable steps which might delay or prejudice its full recovery

Continued

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 5

- 4 By Clause 7 (*Negative pledge and other restrictions*) the Charging Company agreed that it shall not, without the prior written consent of the Security Agent or as otherwise permitted under the Finance Documents
- (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or
 - (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so
- 5 By Clause 11.2 (*Negative covenants*), the Charging Company agreed that without the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed) it would not
- (a) save in the ordinary course of business, carry out any building work on its Land, or make any structural alteration to any building on its Land, or apply for any planning consent for the development or change of use of its Land, or at any time sever, remove or dispose of any fixture on it if any such action would be reasonably likely to materially adversely affect the value of such Land,
 - (b)
 - (i) effect, carry out or permit any demolition, reconstruction or rebuilding of or any structural alteration to, or material change in the use of, its Land, or
 - (ii) sever, unfix or remove any of the fixtures (except for the purpose and in the course of effecting necessary repairs thereto or of replacing the same with new or improved models or substitutes) thereon belonging to or in use by the Charging Company,
 - (c) enter into any onerous or restrictive obligation affecting its Land or create or permit to arise any overriding interest or any easement or servitude or right whatever in or over it which would be reasonably likely to affect adversely its value or the value of the Security constituted by or pursuant to the Debenture over it,
 - (d) exercise any power of leasing in relation to its Land save for the grant of the Occupational Leases, or accept surrenders or renunciations of leases of its Land or agree to do so,
 - (e) save as required by or in accordance with the terms of any Occupational Lease extend, renew on substantially different terms or vary any lease or tenancy agreement or give any licence to assign or underlet in relation to its Land to the extent in each case that it would be reasonably likely to materially adversely affect its value or the value of the Security constituted by or pursuant to the Debenture,
 - (f) except in respect of the Property at Abbey Carrick Glen Hospital, Dalmellington Road, Ayr, make any option to tax pursuant to Part 1 of Schedule 10 of the Value Added Tax Act 1994 in its capacity as landlord of any such Land,

Continued

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 6

(g) save for the grant of the Occupational Leases, part with possession of its Land (except on the determination of any lease, tenancy or licence granted to it), or

(h) save on the terms of the Occupational Leases share the occupation of any Land with any other person or agree to do so

6 By Clause 12.2 (*Negative covenants*) the Charging Company agreed that it shall not, without the prior written consent of the Security Agent (other than as expressly permitted by the Finance Documents)

(a) sell, assign, lease, license, sub-license or grant any interest in its Intellectual Property Rights, or purport or agree to do so or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights,

(b) enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to any Intellectual Property Rights on the occurrence or non-occurrence of any future event or circumstance whatever,

(c) amend the specification of any registered trade mark included in its Intellectual Property Rights or authorise or permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered, or

(d) amend the specification or drawings referred to in any granted patent

Continued

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 7

Definitions

In this Form MG01 the following expressions have the following meanings respectively set out below

"Account Bank" means Bank of Scotland plc acting through its branch at 38 Threadneedle Street, London EC2 2EH

"Acquisition" means the acquisition by the Charging Company of the Properties and such other items as are specified in each Acquisition Agreement

"Acquisition Agreement" means

- (a) in respect of the Properties in England and Wales, each sale and purchase agreement dated on or about the date of the Facilities Agreement relating to the Acquisition and made between the Charging Company and the Vendors detailed therein, and
- (b) in respect of the Scottish Properties, the missives concluded on or about the date of the Facilities Agreement relating to the Acquisition and made between the Charging Company and the Vendors detailed therein

"Acquisition Agreement Claims" means all of the Charging Company's rights, title and interest and benefit in and to, and any sums payable to the Chargors pursuant to, all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Chargors, and any rights of abatement or set-off, and all other rights of recovery under or pursuant to any Acquisition Agreement or any other Property Acquisition Document

"Agent" means Bank of Scotland plc as agent of the other Finance Parties

"Assets" means in relation to the Charging Company, all its undertaking, property, assets, revenues and rights of every description, or any part of them

"Beneficiary" means each Finance Party

"Blocked Account" means each of the Deposit Account, and the Rental Income Account

"Call Option" means, in respect of each Property, the call option included in clause 10 1 (*The Landlord's Call Option*) of the relevant Occupational Lease relating to the Landlord's (as defined in each Occupational Lease) option to purchase all of the relevant member of the Tenant Group's right, title and interest in all equipment, contents and other tangible assets situate in or at the relevant Property or used in connection with or otherwise referable to the permitted user of the Property, as more particularly described in Clause 10 (*Option to Purchase Tenant's Assets*) of the relevant Occupational Lease

"Call Option Rights" means any right to exercise a Call Option and any other rights of the Charging Company arising under clause 10 (*Option to Purchase Tenant's Assets*) of each Occupational Lease

Continued

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation page 8

Definitions continued

"**Chargor**" means each company named below and any company which subsequently adopts the obligations of a Chargor

Name of Chargor	Registered Number
MPG Hospital Holdings Limited	07179948
MPG Hospital Properties Limited	07179949

"**Company**" means MPG Hospital Holdings Limited a limited liability company incorporated under the laws of England and Wales with registered number 07179948

"**Control Account**" means each of the Deposit Account, General Account and Rental Income Account

"**Debenture Date**" means 28 May 2010

"**Deed of Novation**" means the deed of novation between, amongst others, Bank of Scotland plc, Covenant Healthcare Group Limited and the Company dated on or about the date of the Facilities Agreement

"**Default**" means an Event of Default or any event or circumstance specified in Clause 23 (*Events of Default*) of the Facilities Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default

"**Deposit Account**" means the account maintained by the Company in accordance with Clause 19 1(a)(i) (*Designation of Control Accounts*) of the Facilities Agreement and includes its interest in any replacement account or sub-division or sub-account of that account

"**Derivative Rights**" includes

- (a) allotments, rights, money or property arising at any time in relation to any investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise,
- (b) dividends, distributions, interest and other income paid or payable in relation to any investments, and
- (c) stock, shares and securities offered in addition to or in substitution for any investments

"**Event of Default**" means any event or circumstance specified as such in Clause 23 (*Events of Default*) of the Facilities Agreement

Continued

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 9

Definitions continued

"Facilities Agreement" means the £31,600,000 senior sterling term facilities agreement dated on or about the Debenture Date and made between, amongst others, MPG Hospital Holdings as the Company, and Bank of Scotland plc as Original Lender, Agent and Security Agent

"Finance Document" means each of

- (a) the Facilities Agreement,
- (b) the Security Documents,
- (c) the Deed of Novation,
- (d) each Transfer Certificate,
- (e) each Hedging Agreement,
- (f) the Utilisation Request,
- (g) the Hedging Letter, and
- (h) any document designated as such by the Agent and the Company

"Finance Party" means each of the Agent, the Security Agent, the Hedge Counterparties and the Lenders

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3 1 (*Assignments*) or within a mortgage or fixed charge created by Clause 3 2 (*Fixed security*) or within a Standard Security or Assignment of Rent granted pursuant to Clause 3 10 (*Scottish Fixed Security*) or arising on crystallisation of a floating charge whether under Clause 4 (*Crystallisation*) or otherwise

"Hedge Counterparty" has the meaning given to that term in the Facilities Agreement

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging the types of liabilities and/or risks in relation to the Facilities which, at the time that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Hedging Letter requires to be hedged

"Hedging Letter" means the letter dated on or about the date of the Facilities Agreement and made between the Agent and the Company describing the hedging arrangements to be entered into in respect of the interest rate liabilities of the Company of, and in relation to, the Facilities

Continued

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 10

Definitions continued

"General Account" means the account maintained by the Company in accordance with Clause 19 1(a)(ii) (*Designation of Control Accounts*) and includes its interest in any replacement account or sub-division or sub-account of that account

"Insurance Policy" means any contract or policy of insurance of the Charging Company (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Charging Company or (to the extent of its interest) in which the Charging Company has an interest at any time

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights

"Intellectual Property Rights" means all and any of the Charging Company's Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to paragraphs (c)(xii) to (xvii) inclusive of Clause 3 2 (*Fixed security*)

"Intra-Group Loan Agreement" means the loan agreement dated on or about the Debenture Date between, amongst others, the Charging Company as borrower and the Company as lender

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable or (in Scotland) heritable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures)

"Lender" has the meaning given to that term in the Facilities Agreement

"Majority Lender" has the meaning given to that term in the Facilities Agreement

"Occupational Lease" means in respect of each Property, a lease in the agreed form or otherwise in form and substance approved by the Agent (acting on the instructions of the Majority Lenders) and entered into on or about the Debenture Date between a Vendor and a member of the Tenant Group

"Propco Group" means the Company and each of its Subsidiaries for the time being

Continued

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 11

Definitions continued

"**Property**" means each of the freehold, leasehold and heritable properties listed below and any other present or future freehold, heritable and leasehold property in which a Chargor has an interest

Properties in England and Wales

Name of Chargor / Registered Proprietor	Description of Property	Title Number
MPG Hospital Properties Limited	Abbey Gisburne Park Hospital/Covenant Churchill, Gisburn, Nr Clitheroe, Lancs BB7 4HX	LA798973
MPG Hospital Properties Limited	Kenilworth Road Diagnostic Centre, 1 Kenilworth Road, Crosby, Liverpool L23 3AD	MS247067 and MS251697

Properties in Scotland

Name of Chargor/Registered Proprietor	Description of Property	Title Number
MPG Hospital Properties Limited	Abbey Carrick Glen Hospital, Dalmellington Road, Ayr	N/A
MPG Hospital Properties Limited	Kings Park Hospital, Polmaise Road, Stirling FK7 9LH	STG 19544

"**Property Acquisition Document**" has the meaning given to that term in the Facilities Agreement

"**Receivables**" means all sums of money receivable by the Charging Company at any time consisting of or payable under or derived from any Asset described in Clause 3 2 (*Fixed security*) or Clause 3 10 (*Scottish Fixed Security*)

"**Rental Income**" means all sums paid or payable to or for the benefit of the Charging Company under or in connection with any Occupational Lease

"**Rental Income Account**" means the account maintained by the Company in accordance with Clause 19 1(a)(iii) (*Designation of Control Accounts*) of the Facilities Agreement and includes its interest in any replacement account or sub-division or sub-account of that account

"**Second Novation**" means the novation of debt from the Charging Company to the Company pursuant to, and as more fully described in, the Deed of Novation

"**Scottish Property**" means each Property located in Scotland

Continued

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 12

Definitions continued

"Secured Sums" means

- (a) all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with
 - (i) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and
 - (ii) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents, and
- (b) until the Second Novation, all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) assumed by the Charging Company as First Transferee under and as defined in the Deed of Novation

"Security" includes any mortgage, charge, pledge, lien, hypothecation, assignment or deposit by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Agent" means Bank of Scotland plc acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents

"Security Document" has the meaning given to that term in the Facilities Agreement

"Specified Investments" means, in relation to Investments held by the Charging Company, all Investments which at any time

- (a) represent a holding by the Charging Company in a Subsidiary of the Charging Company or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Act "30 per cent or more" were substituted for "a majority",
- (b) are held in the name of the Security Agent or its nominee or to its order, or
- (c) the Charging Company has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee

Continued

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 13

Definitions continued

"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

"Tenant Group" has the meaning given to that term in the Facilities Agreement

"Transaction Security" has the meaning given to that term in the Facilities Agreement

"Transfer Certificate" has the meaning given to that term in the Facilities Agreement

"Utilisation Request" has the meaning given to that term in the Facilities Agreement

"Vendors" means Abbey Hospitals Limited, ELF Associates Limited and Abbey Hospitals (Property) Limited

MG01

Particulars of a mortgage or charge

7 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

Not applicable

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)

9 Signature

Please sign the form here

Signature

Signature

X *Uggen Lovells International LLP* X

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

MG01

Particulars of a mortgage or charge



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 F3 FCJC/TLR/19558 06622

Company name Hogan Lovells International LLP

Address

Post town

County/Region

Postcode E C 1 A 2 F G

Country

DX 57 London Chancery Lane

Telephone +44 20 7296 2000



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, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG
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 enquires@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. 7179949
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 28 MAY 2010
AND CREATED BY MPG HOSPITAL PROPERTIES LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH COMPANY TO ALL OR ANY OF THE BENEFICIARIES 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 10 JUNE 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 JUNE 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES