

MG01

Particulars of a mortgage or charge



191425/13

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

MONDAY



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14/06/2010

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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 ("Propco")

2

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

Assignment of Rental Income (the "Charge Document")

4

Amount secured

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

Amount secured

The payment and discharge of the Secured Sums under or pursuant to the Finance Documents.

Continuation page

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

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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 as Security Agent

Address The Mound, Edinburgh

Postcode E H 1 1 Y Z

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

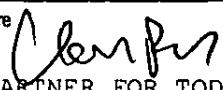
1 Propco's whole right, title and interest, present and future, in and to all sums paid or payable to or for the benefit of Propco under or in connection with the Leases (and as the same may be amended, supplemented or varied in any way from time to time) of the Properties, and

2 Propco's whole right, title and interest, present and future, in and to each of its Call Option Rights

Capitalised terms not otherwise defined in this Form MG01 are defined in the MG01- continuation page attached

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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 <ul style="list-style-type: none">- 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	N/A	
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  X PARTNER FOR TODS MURRAY LLP X This form must be signed by a person with an interest in the registration of the charge	

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Rod MacLeod

Company name
Tods Murray LLP
RXM GMJ.B05249 1276

Address Edinburgh Quay

133 Fountainbridge

Post town Edinburgh

County/Region Midlothian

Postcode E H 3 9 A G

Country United Kingdom

DX DX ED58 Edinburgh

Telephone 0131 656 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 enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>"Agent" means the Bank acting as agent of the other Finance Parties</p> <p>"Assignment of Rent" means the Charge Document</p> <p>"Bank" means Bank of Scotland plc (registered number SC327000), a limited liability company incorporated in Scotland and having its registered office at The Mound, Edinburgh EH1 1YZ</p> <p>"Beneficiaries" means each Finance Party</p> <p>"Call Option" means in respect of each Property, the call option included in clause 10.1 (The Landlord's Call Option) of the relevant Lease relating to Propco's 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 situated in or at the relevant Property or used in connection with or otherwise referable to the permitted user of the relevant Property, as more particularly described in Clause 10 (Option to Purchase Tenant's Assets) of the relevant Lease</p> <p>"Call Option Rights" means any right to exercise a Call Option and any other rights of Propco arising under clause 10 (Option to Purchase Tenant's Assets) of the relevant Lease</p> <p>"Chargor" means Propco and the Company</p> <p>"Company" means MPG Hospital Holdings Limited (registered number 07179948, a limited liability company incorporated in England and Wales and having its registered office at Taylor Wessing LLP, 5 New Street Square, London EC4A 3TW</p> <p>"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 28 May 2010 pursuant to which Covenant Healthcare Group Limited novates £30,000,000 of debt to Propco and Propco immediately novates the same to the Company</p> <p>"Debenture" means the fixed and floating charge debenture dated 28 May 2010 entered into by the Obligors in favour of the Security Agent and includes, where the context requires, any Standard Security or the Assignment of Rent granted pursuant to the Debenture</p> <p>"Facilities" means Facility A or Facility B</p> <p>"Facility A" means the term loan facility made available under the Facilities Agreement as described in sub-paragraph (a) of Clause 2.1 (The Facility) of the Facilities Agreement</p> <p>"Facility B" means the term loan facility made available under the Facilities Agreement as described in sub-paragraph (b) of Clause 2.1 (The Facility)/</p> <p>"Facilities Agreement" means the £31,600,000 senior sterling term facilities agreement dated 28 May 2010 and made between, amongst others, MPG Hospital Holdings Limited as the Company, and Bank of Scotland plc as Original Lender, Agent and Security Agent</p> <p>"Finance Documents" means collectively -</p> <ul style="list-style-type: none"> (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 <p>each a "Finance Document"</p> <p>"Finance Party" means each of the Agent, the Security Agent, the Hedge Counterparties, and the Lenders</p> <p>"Hedge Counterparties" means any Lender which has become a Party as a Hedge Counterparty in accordance with Clause 24.7 (Accession of Hedge Counterparties) of the Facilities Agreement</p>

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4	Amount secured	
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Amount secured	<p>"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 that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Hedging Letter requires to be hedged</p> <p>"Hedging Letter" means the letter dated on or before 28 May 2010 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</p> <p>"Leases" means -</p> <p>1 <u>Kings Park Hospital, Polmaise Road, Stirling, FK7 9LH</u></p> <p>Lease between Abbey Hospitals Limited, BMI Healthcare Limited and General Healthcare Group Limited dated 28 May 2010, and</p> <p>2 <u>Abbey Carrick Glen Hospital, Dalmellington Road, Ayr</u></p> <p>Lease between Abbey Hospitals (Property) Limited, BMI Healthcare Limited and General Healthcare Group Limited dated 28 May 2010</p> <p>Each a "Lease"</p> <p>"Lender" means</p> <p>(a) any Original Lender, and</p> <p>(b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 24 (Changes to Finance Parties) of the Facilities Agreement</p> <p>"Obligors" means the Company and Propco, such term being construed to include their successors in title, permitted assigns or assignees and permitted transferees</p> <p>"Obligors' Agent" means the Company, appointed to act as Obligors' Agent in accordance with Clause 3.2 (Obligors Agent) of the Facilities Agreement</p> <p>"Original Lenders" means each of the parties listed as original lenders in Schedule 1 of the Facilities Agreement, each an "Original Lender"</p> <p>"Party" means a party to the Facilities Agreement or to any other Finance Document</p> <p>"Properties" means -</p> <p>1 <u>Kings Park Hospital, Polmaise Road, Stirling, FK7 9LH</u></p> <p>ALL and WHOLE the subjects known as and forming Kings Park Hospital, Polmaise Road, Stirling registered in the Land Register of Scotland under Title Number STG19544, and</p>	

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Amount secured

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

Amount secured

2 Abbey Carrick Glen Hospital, Dalmellington, Ayr

ALL and WHOLE that plot or area of ground lying in the Parish and County of Ayr and forming part of Glenparks Farm, Ayr extending to four acres and five decimal or one-tenth parts of an acre or thereby Imperial Standard Measure all as more particularly described in, disposed by and shown within the boundaries outlined in red on the plan annexed and signed as relative to the Disposition by Andrew Neil Birrell and Mrs Jean Tierney or Birrell in favour of Novelreturn Limited, dated 17th December 1990 and recorded in the Division of the General Register of Sasines applicable to the County of Ayr on 15th March 1991 together with a one-half *pro indiviso* share in and to the building shown coloured pink on Plan 1 annexed and signed at Part 5 of the Schedule to the Charge Document UNDER EXCEPTION OF the subjects known as Covenant Churchill Ayr Clinic, in the County of Ayr, being the subjects extending to Three thousand eight hundred and forty two and eighty six decimal or one-hundredth parts of a square metre (3,842 86 sq m) being the subjects more particularly described in Disposition by Abbey Hospitals (Property) Limited in favour of Partnerships in Care Property 17 Limited dated the Ninth day of January Two Thousand and eight and recorded in the said Division of the General Register of Sasines on the Twentieth day of February in the year Two Thousand and eight and also registered in the Land Register of Scotland under Title Number AYR82396, Together with (One) the buildings and others erected thereon, (Two) the heritable and irredeemable servitude and other rights referred to in (First) the said Disposition by Andrew Neil Birrell and Mrs Jean Tierney or Birrell in favour of Novelreturn Limited dated and recorded as aforesaid and (Second) the said Disposition by Abbey Hospitals (Property) Limited in favour of Partnerships in Care Property 17 Limited dated and recorded/registered as aforesaid, (Three) the heritable fixtures and fittings therein and thereon, (Four) the parts, privileges and pertinents thereof

Each a "Property"

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

"**Second Novation**" means the novation of debt from Propco to MPG Hospital Holdings Limited pursuant to, and as more fully described in, the Deed of Novation

"**Security Agent**" means Bank of Scotland plc (registered number SC327000), a limited liability company incorporated in Scotland and having its registered office at The Mound, Edinburgh EH1 1YZ in its capacity as security agent and trustee for the Beneficiaries under and in terms of the Facilities Agreement and the Debenture (which expression shall include its successors and assignees as security agent and trustee aforesaid)

"**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 Propco as First Transferee under and as defined in the Deed of Novation

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Amount secured	<p>"Security Documents" means</p> <ul style="list-style-type: none"> (a) the Debenture, (b) each Standard Security, (c) the Assignment of Rent, and (d) any document designated as such by the Agent and the Company <p>each a "Security Document"</p> <p>"Standard Security" means a Scots law standard security (in terms of Conveyancing and Feudal Reform (Scotland) Act 1970) in respect of a Scottish Property, in a form to be agreed between the Security Agent and the relevant Obligor in favour of the Security Agent which is pursuant and supplemental to the Debenture</p> <p>"Subsidiaries" means in relation to any company or corporation, a company or corporation</p> <ul style="list-style-type: none"> (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 any other Subsidiary of the first mentioned company or corporation, and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body <p>"Tenant Group" means the Tenant Parent and each of its Subsidiaries for the time being</p> <p>"Tenant Parent" means General Healthcare Group Limited, a company incorporated under the laws of England and Wales with registered number 04026079</p> <p>"Transfer Certificate" means a certificate substantially in the form set out in Schedule 5 (Form of Transfer Certificate) of the Facilities Agreement or any other form agreed between the Agent and the Obligors' Agent</p> <p>"Utilisation Request" means a notice substantially in the form set out in Schedule 3 (Utilisation Request) of the Facilities Agreement</p>



**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. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNATION OF RENTAL
INCOME DATED 28 MAY 2010 AND CREATED BY MPG
HOSPITAL PROPERTIES LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO BANK OF
SCOTLAND PLC (AS SECURITY AGENT) 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 14
JUNE 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 JUNE 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES