

Short particulars of all the property mortgaged or charged

See Paper Apart 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)

N/A

Signed Peter R Faraday on behalf of Business LLP Date 4 April 2008

On behalf of Business LLP (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**.

Papers apart relative to Companies House Form No. 395 in respect of Aspen Healthcare Limited registered number 02140182

In these Papers Apart -

“the Borrower” means Aspen Healthcare Limited,

“BoS” means Bank of Scotland PLC having its head office at The Mound, Edinburgh, EH1 1YZ,

“the Charge” means the legal charge by the Borrower in favour of BoS dated 28 March 2008 and to be recorded at the Land Registry,

“the Conditions” means BoS’s Commercial Charge Conditions (2007 Edition),

“Property” means the freehold property known as Buckhurst Hill Ambulance Station, Knighton Lane, Buckhurst Hill IG9 5HH registered at H M Land Registry under Title Number EX578732 with title absolute,

“Rental Sums” means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Borrower pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses,

“Secured Liabilities” means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Borrower, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner) including any money or liabilities of the Borrower to a third party which have been assigned or novated to or otherwise vested in BoS and including discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Borrower’s account, together with interest upon them and expenses relating to them but excluding any obligation which, if it were included would result in the Charge contravening Section 151 of the Companies Act 1985,

Paper Apart 1

The amount secured by the Charge is the Secured Liabilities

Paper Apart 2

The Property secured by the Charge, with full title guarantee, is as follows -

- 1 By way of legal mortgage the Property together with all present and future buildings and fixtures (including trade and tenant’s fixtures) which are at any time on or attached to the Property,

- 2 By way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property,
- 3 By way of fixed charge all plant, machinery and other items attached to and forming part of the Property on or at any time after the date of the Charge,
- 4 By way of assignment the Rental Sums together with the benefit of all rights and remedies of the Borrower relating to them to hold to BoS absolutely subject to redemption upon repayment of the Secured Liabilities;
- 5 By way of fixed charge all rights and interests in and claims made under any insurance policy relating to any of the property charged under the Charge; and
- 6 If the Borrower is a company (which shall include an industrial and provident society registered under the Industrial and Provident Society Acts) by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of this Charge on or in or used in connection with the Property



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2140182
CHARGE NO. 15**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 28
MARCH 2008 AND CREATED BY ASPEN HEALTHCARE LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO BANK OF SCOTLAND PLC ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5
APRIL 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 APRIL 2008



Companies House
— for the record —

DXI



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**