

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

212964/13  
**395**

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

CHFP025

Please do not write in this margin

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

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

4111

05328138

Name of company

\* Southern Cross Healthcare Group PLC (the "Charging Company")

Date of creation of the charge

29 April 2008 (the "Charge Date")

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

Share Charge relating to the entire issued share capital of Southern Cross Fundco Limited dated 29 April 2008 executed by the Charging Company in favour of Barclays Bank PLC (the "Lender") (the "Share Charge")

Amount secured by the mortgage or charge

The Secured Sums (as defined in the attached Schedule)

The recourse of the Lender against the Charging Company in respect of the Secured Sums is limited to the rights of enforcement and recovery against the Security Assets charged under the Share Charge and to claims under the Cost Overrun Guarantee (unless defined herein, each term as defined in the attached Schedule)

References to any Finance Document include 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

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

Barclays Bank PLC  
5 The North Colonnade, Canary Wharf, London

Postcode E14 4BB

Presenter's name address and reference (if any)

Lovells LLP  
Atlantic House  
Holborn Viaduct  
London  
EC1A 2FG

F3EMLY/030BA 40129/1958771

Time critical reference

For official Use (06/2005)

Mortgage Section

TUESDAY



\*LNOS3ZH7\*

LD4

06/05/2008

55

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Part II of the attached Schedule

The attached Schedule refers to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Share Charge and which must be read as part of those charges

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)

Not applicable

Signed

*hould L.P.*

Date 30 April 2008

On behalf of ~~XXXXXX~~ [mortgagee/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 TO FORM 395 FOR SOUTHERN CROSS HEALTHCARE GROUP PLC

### Part I

#### Definitions

In this Schedule, references to Clauses and Schedules are to Clauses of, and Schedules to, the Share Charge unless otherwise specified. References in this Schedule to the Share Charge or to any other document (including any Finance Document) include reference to the Share Charge, or to such other document, as varied in any manner from time to time. In this Form 395 the following expressions have the following meanings respectively set out below:

**"Borrower"** means Southern Cross Fundco Limited, a limited liability company with registered number 6491311 and its registered office at Southgate House, Archer Street, Darlington, County Durham,

**"Charge Date"** means 29 April 2008,

**"Chargor"** means each of the companies listed in Part 1 of Schedule 1 (*The Original Parties*) of the Facilities Agreement as a Chargor,

**"Company"** means Southern Cross Fundco Limited, a company registered in England with registered number 06491311,

**"Derivative Rights"** means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of the Shares,

**"Encumbrance"** includes any mortgage, pledge, lien, hypothecation, charge, assignment or deposit by way of security or any other agreement or arrangement giving or having the effect of giving security or preferential treatment to a creditor,

**"Event of Default"** has the meaning given to that term in the Facilities Agreement,

**"Facilities Agreement"** means the facilities agreement dated 13 February 2008 between Southern Cross Healthcare Group PLC (as Parent), Southern Cross Fundco Limited (as Borrower and Guarantor), the subsidiaries of the Parent listed therein (as Guarantors), and Barclays Bank PLC (as Lender) as further amended, supplemented, replaced and/or restated from time to time and notwithstanding any increase in the principal amount of the facilities made available to, amongst others, Southern Cross Fundco Limited under it,

**"Finance Document"** means the Facilities Agreement, any Compliance Certificate, any Selection Notice, any Cost Overrun Guarantee, any Hedging Agreement, any Collateral Warranty, the Subordination Agreement, any Transaction Security Document, any Utilisation Request, any Fee Letter and any other document designated as a "Finance Document" by the Lender and the Borrower (unless defined herein, each term as defined in the Facilities Agreement),

**"Guarantor"** means the Borrower and the Subsidiaries (as defined in the Facilities Agreement) of the Borrower listed in Part 1 of Schedule 1 (*The Original Parties*) of the Facilities Agreement,

**"Lender"** means

- (a) (i) Barclays Bank PLC in its capacity as Lender (as defined in the Facilities Agreement), and

(ii) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 25 (*Changes to the Lender*) of the Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facilities Agreement, and

- (b) Barclays Bank PLC as Hedge Counterparty (as defined in the Facilities Agreement) and any other Hedge Counterparty that is a Lender (as defined in the Facilities Agreement),

**"Obligor"** means the Charging Company, a Borrower, a Guarantor or a Chargor,

**"Original Shares"** means the 1 ordinary share of £1 in the issued share capital of the Company owned by the Charging Company,

**"Party"** means a party to the Facilities Agreement,

**"Secured Sums"** means 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 Obligor to the Lender under each or any of the Finance Documents,

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

**"Security Assets"** means the Shares <sup>BEING</sup> and Derivative Rights at the Charge Date or in the future accruing to the Charging Company; and

**"Shares"** means the Original Shares and all other shares in the Company owned by the Charging Company while any Secured Sums are outstanding

## Part II

### Particulars of property mortgaged or charged

By Clause 3 (*Charging Clause*), the Charging Company, as owner, with full title guarantee, charged the Security Assets to the Lender by way of first fixed charge as continuing security for the payment and discharge of the Secured Sums

## Part III

### Covenants and Restrictions

- 1 By Clause 5 (*Voting rights and dividends*), the Charging Company undertook not to exercise any voting or other rights in a way which would be reasonably likely to prejudice the value of the Shares or otherwise to jeopardise the Security constituted by the Share Charge over them
- 2 At any time after the occurrence of an Event of Default and in respect of which the Lender has given notice
  - (a) the Lender may (in the name of the Charging Company or otherwise and without any further consent or authority on the part of the Charging Company) exercise all voting and other rights attaching to the Security Assets (including any rights to receive dividends) and any rights attaching to the Security Assets to nominate or remove a director as if the Lender was the sole beneficial owner of the Security Assets, and
  - (b) all Derivative Rights shall, if received by the Charging Company or its nominee, be held on trust for and forthwith paid or transferred to the Lender
- 3 By Clause 8 (*Covenants*), the Charging Company agreed that it shall not
  - (a) sell, transfer, alienate or deal with the Security Assets or any interest in any of the Security Assets or attempt or agree to do so,
  - (b) (except for the Share Charge) create or agree to create or permit to arise or subsist any Encumbrance on any of the Security Assets, and
  - (c) cause or permit any of the Security Assets to be consolidated, sub-divided or converted and shall take such action as the Lender may direct in respect of any proposed compromise, arrangement, capital organisation, conversion, exchange, repayment or takeover offer affecting any of the Security Assets or any proposal to vary or abrogate any rights attaching to any Security Assets



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 5328138  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SHARE CHARGE DATED 29 APRIL  
2008 AND CREATED BY SOUTHERN CROSS HEALTHCARE  
GROUP PLC FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM EACH OBLIGOR 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 6 MAY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 MAY 2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES