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## 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.

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



05153608

Name of company

\* Nations Healthcare (Nottingham) Limited (the Assignor)

Date of creation of the charge

20 July 2005

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

Assignment and Charge (the Deed) dated 20 July 2005 granted by the Assignor in favour of GE Capital Equipment Finance Limited (the Assignee).

Amount secured by the mortgage or charge

All moneys, debts and liabilities or obligations (whether actual or contingent) whatsoever which now are or at any time hereafter become due owing or incurred by the Assignor to the Assignee under or in connection with the Master Lease Agreement, any Lease Schedule, the Fees Letter and the Deed (the Master Lease Agreement Liabilities).

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

GE Capital Equipment Finance Limited of Meridian, Trinity Square, 23/59 Staines Road, Hounslow, England.  
Postcode TW3 3HF

Please return via CH London Counter

Sender's name address and reference (if any):

Denton Wilde Sapte  
1 Fleet Place  
London  
EC4M 7WS

RZZS/MJH/57633.00015

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room

LD2 \*L22MF7B5\* 0304  
COMPANIES HOUSE 27/07/05

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

Security:

1. Pursuant to clause 3.1 of the Deed, the Assignor with full title guarantee and as continuing security for the payment and discharge of all Master Lease Agreement Liabilities charged to the Assignee:

- (a) by way of first fixed charge, the First Charged Property; and
- (b) by way of second fixed charge, the Second Charged Property.

2. Pursuant to clause 3.2 of the Deed, the Assignor with full title guarantee and as continuing security for the payment and discharge of all Master Lease Agreement Liabilities assigned and agreed to assign to the Assignee all of the present and future right, title and interest of the Assignor in and to:

- (a) the First Charge Assigned Property including (without limitation) all moneys which at any time may be or become payable to the Assignor and the net proceeds of any claims, awards and judgments which may at any time be receivable or received by the Assignee pursuant to the First Charge Assigned Property; and
- (b) subject to the Barclays Security, the Second Charge Assigned Property including (without limitation) all moneys which at any time may be or become payable to the Assignor and the net proceeds of any claims, awards and judgements which may at any time be receivable or received by the Assignee pursuant to the Second Charge Assigned Property.

Particulars as to commission allowance or discount (note 3)

Nil

Signed Denton Wilde Sapte

Date 26 July 2005

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ † Assignee

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

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 1

Company Number

05153608

Name of company

Nations Healthcare (Nottingham) Limited

Amount secured by the mortgage or charge

Company Number

05153608

Name of company

Nations Healthcare (Nottingham) Limited

Short particulars of all the property mortgaged or charged (continued)

3. Pursuant to clause 3.3 of the Deed, the Assignor, as continuing security for payment of the Master Lease Agreement Liabilities, charged in favour of the Assignee by way of second floating charge all its undertaking and all its assets and rights whatsoever and wheresoever (other than any leasehold interest held by the Assignor under the Site Lease) including, without limitation, all its undertaking and its assets and rights expressed to be assigned to the Assignee pursuant to clauses 3.1 and 3.2 of the Deed if and to the extent that such charges and/or assignments shall be or become ineffective but without prejudice to any such charges and/or assignments as shall continue to be effective.

**Note:**

Pursuant to clause 8 of the Deed, the Assignor covenanted that without the prior written consent of the Assignee it shall not nor shall it agree or purport to:

- (a) create or permit to subsist any encumbrance over the whole or any part of the Secured Property whether in any such case ranking in priority to or pari passu with or after the security created by the Deed save to the extent permitted or required under the Master Lease Agreement or the Barclays Security; or
- (b) Dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of the Secured Property (other than Excluded Property) except as permitted under the Master Lease Agreement.

**Definitions:**

**Account Holding Bank** means Barclays Bank PLC.

**Assigned Property** means the First Charge Assigned Property and the Second Charge Assigned Property.

**Barclays Security** means the debenture dated on or about the date hereof between the Assignor and Barclays Bank PLC.

**Business Interruption Insurance** means the proceeds of any business interruption insurance which the Assignor has an interest in from time to time and which are paid into the Insurance Proceeds Account.

**Charged Property** means the First Charged Property and the Second Charged Property.

**Disposal** means any sale, transfer, assignment, lease, sub-lease, hire, sub-hire, licence, parting with possession, factoring, discounting or dealing in any such case to or in favour of any person other than

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Name of company

Nations Healthcare (Nottingham) Limited

Short particulars of all the property mortgaged or charged (continued)

the Assignee and **Dispose** shall in any case be construed accordingly.

**Equipment** means the equipment leased to the Assignor by the Assignee pursuant to the Master Lease Agreement.

**Excluded Property** means any equipment or asset not being Equipment which is obsolete equipment or which has at the time of disposal a value of less than £3,000.

**Fees Letter** means the fees letter dated 20 July 2005 between the Assignor and the Assignee.

**First Charge Assigned Property** means all of the Assignor's present and future right, title, benefit and interest, together with all Rights in connection with or arising out of such right, title, benefit and interest, in and to:

- (a) the GE Lease Account;
- (b) the First Charge Secured Funds;
- (c) all guarantees, indemnities and other securities from time to time held by the Assignor in respect of all or any of the Equipment; and
- (d) the proceeds of all insurance policies from time to time entered into in respect of the Equipment pursuant to the Master Lease Agreement,

and includes all additions and supplements to and the replacements of the same.

**First Charged Property** means:

- (a) the GE Lease Account; and
- (b) the First Charge Secured Funds,

and includes all additions and supplements to and the replacements of the same.

**First Charge Secured Funds** means the money from time to time standing to the credit of the GE Lease Account and all other Rights of the Assignor in relation to the GE Lease Account.

**Floating Charge Property** means the property the subject of the floating charge created by clause 3.3 of the Deed.

**GE Lease Account** means the account of the Assignor with the Account Holding Bank, account

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Name of company

Nations Healthcare (Nottingham) Limited

Short particulars of all the property mortgaged or charged (continued)

number 20309117, sort code 203647 and designated "the GE Lease Account".

**Insurance Proceeds Account** means the account of the Assignor with the Account Holding Bank, account number 70510416, sort code 203647 and designated "the Insurance Proceeds Account".

**Lease Schedule** means a lease schedule entered into between the Assignor and the Assignee pursuant to the terms of the Master Lease Agreement whereby the Assignee leases the Equipment to the Assignor.

**Master Lease Agreement** means the master lease agreement dated 20 July 2005 between the Assignee and the Assignor and where the context so permits shall include the Lease Schedules.

**Proceeds Account** means the account of the Assignor with the Account Holding Bank, account number 50396265, sort code 203647 and designated "the Proceeds Account".

**Project Agreement** means the project agreement for the provision of clinical services dated on or about the date hereof between the Assignor and the Sponsors.

**Receivables** means any and all amounts payable to the Assignor under the Project Agreement including but not limited to any payments for the services carried out by the Assignor or on the termination of the Project Agreement including the right to receive late payment interest.

**Rights** means rights, authorities, discretions, benefits, powers and remedies (in each case, of any nature whatsoever).

**Second Charge Assigned Property** means all of the Assignor's present and future right, title, benefit and interest, together with all Rights in connection with or arising out of such right, title, benefit and interest, in and to:

- (a) each Receivable;
- (b) the Proceeds Account;
- (c) the Insurance Proceeds Account;
- (d) the Second Charge Secured Funds; and
- (e) the Business Interruption Insurance,

and includes all additions and supplements to and the replacements of the same.

**Second Charge Secured Funds** means the money from time to time standing to the credit of the Proceeds Account and the Insurance Proceeds Account and all other Rights of the Assignor in relation

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Name of company

Nations Healthcare (Nottingham) Limited

Short particulars of all the property mortgaged or charged (continued)

to the Proceeds Account and the Insurance Proceeds Account.

**Second Charged Property** means all of the Assignor's present and future right, title, benefit and interest, together with all Rights in connection with or arising out of such right, title, benefit and interest, in and to:

- (a) the Proceeds Account;
- (b) the Insurance Proceeds Account; and
- (c) the Second Charge Secured Funds,

and includes all additions and supplements to and the replacements of the same.

**Secured Property** means collectively the Assigned Property, the Charged Property and the Floating Charge Property.

**Site Lease** means the lease for part of Queen's Medical Centre University Hospital to be entered into on 20 July 2005 between the Assignor, the Secretary of State for Health and Queen's Medical Centre Nottingham University Hospital NHS Trust.

**Sponsors** means the Secretary of State for Health; Rushcliffe Primary Care Trust; Nottingham City Primary Care Trust; Broxtowe and Hucknall Primary Care Trust; Gedling Primary Care Trust; Newark and Sherwood Primary Care Trust; Erewash Primary Care Trust; Amber Valley Primary Care Trust; Ashfield Primary Care Trust; Bassetlaw Primary Care Trust; Central Derby Primary Care Trust; Greater Derby Primary Care Trust; Chesterfield Primary Care Trust; Derbyshire Dales and South Derbyshire Primary Care Trust; East Lincolnshire Primary Care Trust; High Peaks and Dales Primary Care Trust; Lincolnshire South West Teaching Primary Care Trust; Mansfield District Primary Care Trust; North Eastern Derbyshire Primary Care Trust; West Lincolnshire Primary Care Trust, Charnwood and North West Leicestershire Primary Care Trust, Melton Rutland and Harborough Primary Care Trust and Queen's Medical Centre Nottingham University Hospital NHS Trust and **Sponsor** shall mean any of them.

FILE COPY



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

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

COMPANY No. 05153608

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT AND CHARGE DATED THE 20th JULY 2005 AND CREATED BY NATIONS HEALTHCARE (NOTTINGHAM) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO GE CAPITAL EQUIPMENT FINANCE LIMITED 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 27th JULY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd AUGUST 2005.

LIC DMW



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —