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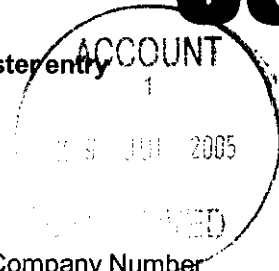
COMPANIES FORM No. 395

395

M

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.



Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

CHFP025

To the Registrar of Companies

For official use

Company Number

3

5153608

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

Name of company

NATIONS HEALTHCARE (NOTTINGHAM) LIMITED (the "Chargor")

\*Insert full name of company

Date of creation of the charge

20 July 2005

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

Authority Security Account Charge (the "Deed")

Amount secured by the mortgage or charge

All obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of the Chargor to the Authority under the Project Agreement (the "Secured Liabilities").

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

THE SECRETARY OF STATE FOR HEALTH of Richmond House, 79 Whitehall, London SW1A 2WS (the "Authority")

Presentors name address and reference (if any):

ADDLESHAW GODDARD  
150 ALDERSGATE STREET  
LONDON  
EC1A 4EJ

Ref: JTP/261463.24

LON5/27875.1

For official use

Mortgage Section

Post room



PMO  
COMPANIES HOUSE

\*PJQ2C889\*

LD3  
COMPANIES HOUSE

\*LSAE0711\*

COMPANIES HOUSE

0743  
29/07/05

0451  
03/08/05

U401  
29/07/05

NEW PART

Time critical reference

Short particulars of all the property mortgaged or charged

**1 SECURITY**

1.1 Charge

The Chargor, in the manner specified in paragraph 1.2, charged the Security Assets in favour of the Authority for the payment and performance when due of the Secured Liabilities provided that the amount recoverable by the Authority under the Deed shall not exceed the Excess Development Costs.

1.2 Title Guarantee

- (a) Every disposition effected by the Deed is made with full title guarantee.
- (b) The other terms of the Deed do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants.

**Particulars as to commission allowance or discount (note 3)**

N/A

Signed Addeleshaw Goodard Date 2/8/05

On behalf of [company] mortgagee/chargee

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 Cheques and Postal Orders are made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

## **2 REPRESENTATIONS AND WARRANTIES**

In the Deed the Chargor made the representations and warranties set out in this paragraph 2 to the Authority :

### **2.1 Capacity**

The Chargor had at the date of the Deed the power and authority to enter into and perform, and had taken all necessary action to authorise the entry into, performance and delivery of the Deed and the transactions contemplated by the Deed and the Deed constituted its legal, valid and binding obligations (subject to the application of insolvency laws and equitable principles which limit the enforcement of creditors' rights generally).

### **2.2 Security Assets**

Except pursuant to the Deed, the Chargor was at the date of the Deed the sole, lawful and beneficial owner of the Security Assets.

## **3 UNDERTAKINGS**

3.1 In the Deed the Chargor undertook not to, otherwise than:

- (a) in favour of the Authority; or
- (b) with the prior written consent of the Authority and in accordance with and subject to any conditions which the Authority may attach to such consent,

create, grant, extend or permit to subsist any mortgage, charge, any other fixed or floating security or encumbrance of whatsoever nature over the Authority Security Account or the Deposits or permit or agree to any variation of the rights attaching to the Authority Security Account (other than the second ranking charge over the Authority Security Account in favour of the Security Trustee).

## **4 CONTINUING SECURITY**

The security constituted by the Deed is continuing and will extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part

## **5 FURTHER ASSURANCE**

The Chargor shall, at its own expense, take whatever action (including payment of all stamp duties and other registration fees) the Authority may reasonably require for :

- (a) perfecting or protecting the security intended to be created by the Deed over any Security Asset; and
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Authority or any of its delegates or sub-delegates in respect of any Security Asset, including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Authority or its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Authority may think expedient.

## **6 NOTICE OF CHARGE**

The Chargor shall, if and when requested, from time to time join with the Authority in giving a notice (in the form contained in the Schedule to the Deed) to the relevant bank or financial institution and shall use its reasonable endeavours to procure that each such bank or financial institution shall promptly duly sign and return the form of acknowledgement of that notice.

7 **DEFINITIONS**

**"Account Bank"** means Barclays Bank PLC.

**"Authority Security Account"** means the account held by the Chargor with the Account Bank designated the Authority Security Account with Number: 90276766 and Sort Code: 20-36-47.

**"Deposits"** means all monies (including accrued interest) from time to time standing to the credit of the Authority Security Account and shall include, where the context requires, a portion of such monies.

**"Excess Development Costs"** means Actual Development Costs plus Termination Development Costs less Budgeted Development Costs (as each such phrase is defined in schedule 9 of the Project Agreement).

**"Project Agreement"** means the project agreement dated on or about the date of the Deed and entered into, inter alia, between (i) the Chargor (ii) the Authority (iii) the Sponsors (as defined therein) (iv) Queen's Medical Centre Nottingham University Hospital NHS Trust.

**"Security Assets"** means all the rights, title and interests of the Chargor in the Deposits and the Authority Security Account together with all interest thereon and all rights, benefits and proceeds thereof.

**"Security Trustee"** means Barclays Bank PLC

**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 AUTHORITY SECURITY ACCOUNT 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 THE SECRETARY OF STATE FOR HEALTH 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 29th JULY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th AUGUST 2005.

A handwritten signature in black ink, appearing to be 'P. S.', located in the lower middle section of the page.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —