

MG01

Particulars of a mortgage or charge



191424/13

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 company. To do this, please use form MG01s

FRIDAY



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 SCT 18/06/2010 114
 COMPANIES HOUSE

1	Company details	For official use
Company number	0 7 1 7 9 9 4 9	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	MPG Hospital Properties Limited ("Propco")	

2	Date of creation of charge	
Date of creation	d 0 3 m 0 6 y 2 0 y 1 0	

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	Standard Security (The "Charge Document")	

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	(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 Capitalised terms not otherwise defined in this Form MG01 are defined in the MG01- continuation page attached	Continuation page Please use a continuation page if you need to enter more details

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Particulars of a mortgage or charge

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

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

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Particulars of a mortgage or charge

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

- 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

NA

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)

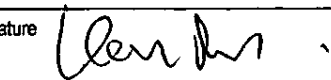
9 Signature

Please sign the form here

Signature

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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Particulars of a mortgage or charge



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
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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 enquires@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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Amount secured

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

Amount secured

(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

DEFINITIONS

"**Agent**" means the Bank acting as agent of the other Finance Parties

"**Assignment of Rent**" means the assignment in security of Rental Income in respect of the Scottish Properties, in a form to be agreed between the Security Agent and the Obligors' Agent, granted by Propco in favour of the Security Agent which is pursuant and supplemental to the Debenture

"**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

"**Beneficiaries**" means each Finance Party

"**Chargors**" means Propco and the Company

"**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

"**Commitment**" means a Facility A Commitment or a Facility B Commitment

"**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

"**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

"**Facilities**" means Facility A or Facility B

"**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

"**Facility A Commitment**" means

(a) in relation to an Original Lender, the amount set opposite its name under the heading "Facility A Commitment" in Schedule 1 (*Original Lenders*) of the Facilities Agreement and the amount of any other Facility A Commitment transferred to it under the Facilities Agreement, and

(b) in relation to any other Lender, the amount of any Facility A Commitment transferred to it under the Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the Facilities Agreement

"**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) of the Facilities Agreement

"**Facility B Commitment**" means

(a) in relation to an Original Lender, the amount set opposite its name under the heading "Facility B Commitment" in Schedule 1 of the Facilities Agreement and the amount of any other Facility B Commitment transferred to it under the Facilities Agreement, and

(b) in relation to any other Lender, the amount of any Facility B Commitment transferred to it under the Facilities Agreement,

to the extent not cancelled, reduced or transferred by it under the Facilities Agreement

"**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

"**Finance Documents**" means collectively -

- (a) the Facilities Agreement,
- (b) the Security Documents,
- (c) the Deed of Novation,

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Amount secured

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

Amount secured

- (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

each a "**Finance Document**"

"**Finance Party**" means each of the Agent, the Security Agent, the Hedge Counterparties, and the Lenders

"**First Transferee**" has the meaning given to that term in the Deed of Novation

"**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

"**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

"**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

"**Leases**" means -

1 Kings Park Hospital, Polmaise Road, Stirling, FK7 9LH

Lease between Abbey Hospitals Limited, BMI Healthcare Limited and General Healthcare Group Limited dated 28 May 2010, and

2 Abbey Carrick Glen Hospital, Dalmellington Road, Ayr

Lease between Abbey Hospitals (Property) Limited, BMI Healthcare Limited and General Healthcare Group Limited dated 28 May 2010

Each a "**Lease**"

"**Lender**" means

- (a) any Original Lender, and
- (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

"**Majority Lenders**" means a Lender or Lenders whose Commitments aggregate more than 66²/₃ per cent of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66²/₃ per cent of the Total Commitments immediately prior to the reduction)

"**Obligors**" means the Company and Propco, such term being construed to include their successors in title, permitted assigns or assignees and permitted transferees

"**Obligors' Agent**" means the Company, appointed to act as Obligors' Agent in accordance with Clause 3.2 (Obligors Agent) of the Facilities Agreement

"**Occupational Lease**" means in respect of each Property, a lease in the agreed form or otherwise in form and substance approved by the Agent (acting on the instructions of the Majority Lenders) and entered into on or about the date of the Facilities Agreement between a Vendor and a member of the Tenant Group

MG01 - continuation page

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>"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> <p>2 <u>Abbey Carrick Glen Hospital, Dalmellington, Ayr</u></p> <p>ALL and WHOLE that plot or area of ground lying in the Pansh 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 <i>pro indiviso</i> 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 <u>(One)</u> the buildings and others erected thereon, <u>(Two)</u> the heritable and irredeemable servitude and other rights referred to in <u>(First)</u> the said Disposition by Andrew Neil Birrell and Mrs Jean Tierney or Birrell in favour of Novelreturn Limited dated and recorded as aforesaid and <u>(Second)</u> the said Disposition by Abbey Hospitals (Property) Limited in favour of Partnerships in Care Property 17 Limited dated and recorded/registered as aforesaid, <u>(Three)</u> the heritable fixtures and fittings therein and thereon, <u>(Four)</u> the parts, privileges and pertinents thereof</p> <p>Each a "Property"</p> <p>"Rental Income" means all sums paid or payable to or for the benefit of any Obligor under or in connection with any Occupational Lease</p> <p>"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</p> <p>"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)</p>

MG01 - continuation page
Particulars of a mortgage or charge

4	Amount secured
Amount secured	<p data-bbox="336 371 1050 412">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="336 607 695 636">"Security Documents" means</p> <ul data-bbox="384 663 1174 779" 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 data-bbox="336 801 679 831">each a "Security Document"</p> <p data-bbox="336 860 1453 976">"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 data-bbox="336 999 1476 1227">"Subsidiary" means in relation to any company or corporation, a company or corporation</p> <ul data-bbox="336 1025 1476 1227" 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 another 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 data-bbox="336 1249 1353 1279">"Tenant Group" means the Tenant Parent and each of its Subsidiaries for the time being</p> <p data-bbox="336 1279 1476 1339">"Tenant Parent" means General Healthcare Group Limited, a company incorporated under the laws of England and Wales with registered number 04026079</p> <p data-bbox="336 1339 1476 1400">"Total Commitments" means the aggregate of the Total Facility A Commitments and the Total Facility B Commitments being £31,600,000 at the date of the Facilities Agreement</p> <p data-bbox="336 1400 1476 1480">"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 data-bbox="336 1480 1426 1541">"Utilisation Request" means a notice substantially in the form set out in Schedule 3 (Utilisation Request) of the Facilities Agreement</p> <p data-bbox="336 1541 1050 1570">"Scottish Property" means each Property located in Scotland</p> <p data-bbox="336 1570 1476 1599">"Vendors" means Abbey Hospitals Limited, ELF Associates Limited and Abbey Hospitals</p>

MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction



What this form is for
You may use this form to give notice
of a certificate of registration of a
charge comprising property situated
in another UK jurisdiction

What this form is NOT for
You cannot use this form as a
certificate of registration of a charge
for a company registered
in Scotland

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

1	Company details	For official use
Company number	0 7 1 7 9 9 4 9	<p>→ Filing in this form Please complete in typescript or in bold black capitals</p> <p>All fields are mandatory unless specified or indicated by *</p>
Company name in full	MPG Hospital Properties Limited	

2	Date charge presented																	
Date of, and parties to, the charge	It is hereby certified that the charge 1	<p>1 As described on form MG01 'Particulars of a mortgage or charge'</p> <p>2 Please tick as appropriate</p>																
	dated 28 May 2010 by MPG Hospital Properties Limited in favour of the Bank of Scotland plc																	
	was presented for registration on																	
Jurisdiction	<table border="0"> <tr> <td>d0</td><td>d3</td><td>m0</td><td>m6</td><td>y2</td><td>y0</td><td>y1</td><td>y0</td> </tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table> <p>in 2</p> <p><input checked="" type="checkbox"/> Scotland</p> <p><input type="checkbox"/> England and Wales</p> <p><input type="checkbox"/> Northern Ireland</p>	d0	d3	m0	m6	y2	y0	y1	y0									
d0	d3	m0	m6	y2	y0	y1	y0											

3	Signature	
Signature	Please sign the form here	<p>X</p>
	<p>Signature <i>[Handwritten Signature]</i></p> <p>X PARTNER FOR TODS MURRAY LLP X</p>	
<p>This form must be signed by a person with an interest in the registration of the charge</p>		

MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction

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. 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

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 shown the date of, and parties to, the charge in Section 2
- You have declared where the charge was presented for registration
- You have enclosed the form MG01 and a verified copy of the deed
- You have signed the form

Important information

Please note that all information on this form will appear on the public record

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



FILE COPY

**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. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A STANDARD SECURITY EXECUTED
ON 28 MAY 2010 WHICH WAS PRESENTED FOR REGISTRATION
IN SCOTLAND ON 3 JUNE 2010 AND CREATED BY MPG
HOSPITAL PROPERTIES LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM EACH CHARGOR TO ALL OR
ANY OF THE BENEFICIARIES ON ANY ACCOUNT
WHATSOEVER 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 18 JUNE 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 JUNE 2010

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES