

Particulars of a mortgage or charge

395

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

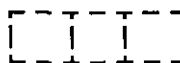
Pursuant to section 395 of the Companies Act 1985

013348 £10

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

For official use

Company number



04239073

Name of company

* Robertson Health (Chester Le Street) Limited (the "Company")

Date of creation of the charge

13 January 2003

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

Legal Assignment of Agreement dated 13 January 2003 (the "Assignment")

Amount secured by the mortgage or charge

The Company covenants that it will on demand pay and discharge to the Security Trustee all monies (whether of principal, interest or otherwise) obligations and liabilities from time to time owing to the Finance Parties by the Company, whether actually or contingently, jointly or severally under or pursuant to the Financing Documents (the "Secured Obligations") in each case when the same become due for payment or discharge in accordance with the provisions of the relevant Financing Document.

The liabilities referred to above shall, without limitation, include:

- (a) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates;
- (b) all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable or non-negotiable instruments, documentary or other credits, bonds, guarantees, indemnities or other instruments of any kind; and
- (c) interest, commissions, fees, costs and expenses on a full and unqualified indemnity basis which may be incurred by the Finance Parties in relation to such liabilities in accordance with the Financing Documents.

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

The Governor and Company of the Bank of Scotland (the "Security Trustee")
The Mound, Edinburgh

Postcode EH1 1YZ

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

Addleshaw Booth & Co
100 Barbirolli Square
Manchester
M2 3AB
Ref: 21/mos/EXd/exd0d/395

Chester le- RobertsonHealth

Time critical reference

For official Use
Mortgage Section



The Company with full title guarantee assigns absolutely to the Security Trustee all of its present and future right title benefit and interest under the Agreement, including all monies which at any time may be or become payable to the Company pursuant thereto and the net proceeds of any claims, awards and judgements which may at any time be receivable or received by the Company pursuant thereto, by way of security for the payment and discharge by the Company on demand by the Security Trustee of the Secured Obligations.

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in black type, or
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Particulars as to commission allowance or discount (note 3)

NIL

Signed

Addleshaw Booth & Co

Date

22 Janvry 2003

On behalf of [XXXXXX] [mortgagee/chargee]†

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

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Particulars of a mortgage or charge (continued)

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binding margin

Continuation sheet No _____
to Form No 395 and 410 (Scot)

Please complete
legibly, preferably
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bold block lettering

Company Number

04239073

Name of Company

Robertson Health (Chester Le Street) Limited (the "Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Advance" shall mean the principal amount of each borrowing by the Company under the Loan Agreement or the principal amount thereof for the time being outstanding or, as the context may require, each part of such principal amount having a separate Interest Period;

"Agent" means The Governor and Company of the Bank of Scotland;

"Agreed Form" means documents either (i) in a form previously agreed in writing by or on behalf of the Agent and the Company, or (ii) in a form substantially as set out in any schedule to any Financing Document, or (iii) if not falling in either of these categories, in form and substance satisfactory to the Agent acting reasonably;

"Banks" means the The Governor and Company of the Bank of Scotland as initial Bank and any assignee or transferee lender becoming a Bank pursuant to clause 24.3 of the Loan Agreement;

"Construction Direct Agreement" means the agreement in the Agreed Form so entitled made on or about 30 May 2002 among the Agent, the Company and the Construction Contractor in the Agreed Form;

"Direct Agreements" means (a) the Lenders Direct Agreement; (b) the Construction Direct Agreement; and (c) the FM Direct Agreement;

"Execution Date" means the date of execution of the Loan Agreement, being 30 May 2002;

"Fees Letter" means the letter from the Agent to the Company and agreed and acknowledged by the Company on or about the Execution Date regarding the arrangement, underwriting and agency fees;

"Financing Documents" means (a) the Loan Agreement, (b) the Security Documents, (c) the Direct Agreements, (d) the Letter of Credit, (e) the Subordination Agreement, (f) the Hedging Agreement and (g) the Fees Letter; and any other agreement, deed, document or letter setting out the terms of or constituting any Indebtedness of the Company and/or Holdings to the Banks together with any documents ancillary or relating to all or any of them;

"Finance Parties" means together the Agent, the Security Trustee, the Banks and the Bank under the Hedging Agreement;

"FM Direct Agreement" means the Services Direct Agreement so entitled made on or about the Execution Date among the Agent, the Company and the Service Provider in the Agreed Form;

"Hedging Agreement" means the interest rate hedging agreement (including the counter indemnity in favour of the Governor and Company of the Bank of Scotland in relation thereto) entered into by the Company in respect of the Loan;

"Holdings" means Robertson Health (Chester Le Street) Holdings Limited, incorporated in England with number 04236937 and having its registered office at Kings Court, Kingsway South, Team Valley, Gateshead NE11 0SH;

"Holdings Loan Stock" means the £920,000 15% Unsecured Subordinated Loan Stock 2030 of Holdings constituted by the Holding Loan Stock Instrument;

"Holdings Loan Stock Instrument" means the instrument dated the Execution Date by Holdings constituting the Holdings Loan Stock;

"Indebtedness" means any obligation for the payment or repayment of money, whether as principal or surety and whether present or future, actual or contingent;

"Interest Period" means any period determined in accordance with clause 5 of the Loan Agreement by reference to which interest is to be calculated on each Advance;

"Lenders Direct Agreement" means the direct agreement in the Agreed Form between the Trust, the Agent and the Company dated on or around the Execution Date;

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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The Company undertakes and covenants with the Security Trustee that it will not (without the Security Trustee's prior written consent):

- (a) create, attempt to create or permit to subsist any Security Interest (other than the Assignment and Permitted Security Interests) on or over the Agreement in favour of any person other than the Security Trustee;
- (b) sell, assign or otherwise dispose of its rights under the Agreement to any person other than the Security Trustee;
- (c) take any action, or omit from taking any action, which would entitle any other party to the Agreement to rescind, repudiate or terminate the Agreement; and
- (d) amend, supplement, vary or otherwise alter the terms and conditions of, waive its rights under or cancel any provision of, the Agreement as they are in force at 13 January 2003.

"Agreement" means the Performance Guarantee Bond (bond number CGLH 20020610) dated 30th May 2002 and made between Robertson Group (Construction) Limited, Hermes Kreditversicherungs - AG and the Company;

"Appointments and Warranty Agreements" means (i) the appointment agreements between the Company and each of the Architect, the Civil and Structural Engineers, the Mechanical and Electrical Engineers, the Planning Supervisor and the Quantity Surveyor and (ii) the warranty agreements between the Company and each of the Construction Contractor, the Architect, the Civil and Structural Engineers, the Mechanical and Electrical Engineers, the Planning Supervisor and the Quantity Surveyor;

"Architect" means HLM Design International Limited or such other architect as may be appointed by the Construction Contractor with the consent of the Agent pursuant to clause 11.4 (t) of the Loan Agreement;

"Civil and Structural Engineers" means Woolgar Hunter Limited or other such civil and structural engineers as may be appointed by the Construction Contractor with the consent of the Agent pursuant to clause 11.4 (t) of the Loan Agreement;

"Construction Bond" means the performance bond in the Agreed Form dated on or about the Execution Date granted in favour of the Company by College Hill Underwriting Limited, in terms of which the said financial institution guarantees the obligations of the Construction Contractor under the Construction Contract subject to a maximum liability equivalent in value to 10% of the Contract Sum (as defined in the Construction Contract) which performance bond shall be released on the date occurring 14 days after the date of issue of the Certificate of Practical Completion (as defined in the Construction Contract) in respect of the Works;

"Construction Contract" means the contract dated on or about the Execution Date for the design and construction of the Project Facilities entered into or to be entered into between the Company and the Construction Contractor in the Agreed Form.

"Construction Contractor" means Robertson Group (Construction) Limited, or any permitted successor or assignee as the building contractor under the Construction Contract;

"Equity" means the nominal share capital of the Company (including any amount on share premium account) or any part thereof (including, without limitation, ordinary, preference, deferred or redeemable shares whether or not voting rights attach thereto);

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**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 1
to Form No 395 and 410 (Scot)

Please complete
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Company Number

04239073

Name of Company

Robertson Health (Chester Le Street) Limited (the "Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Letter of Credit" means the letter of credit issued by the LC Bank in favour of the Agent as credit enhancement of the commitment of RGS to subscribe for Holdings Loan Stock;

"Loan" means the aggregate amount of all Advances and capitalised interest for the time being and from time to time outstanding under the Loan Agreement;

"Loan Agreement" means the means the loan agreement dated 30th May 2002 and made between the Company, Robertson Health (Chester le Street) Holdings Limited and the Security Trustee, in its capacity as Security Trustee, Agent and the Banks pursuant to which the Banks agreed to make available to the Company a loan facility;

"Security Documents" means (a) the security documents to be granted by the Company and others to the Security Trustee listed in clause 12.1 of the Loan Agreement which secure all monies due to and to become due to the Finance Parties and (b) any other documents from time to time created in the Security Trustee's favour as security for the obligations of the Company and/or Holdings to the Finance Parties or any other obligations of any party in relation to the Project from time to time; and

"Subordination Agreement" means the subordination agreement between the Company, the Senior Creditors (as defined therein), the Agent and the Subordinated Creditors (as defined therein) dated on or around the Execution Date.

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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"Guarantor Loan Agreement" means the loan agreement of 30th May 2002 made between the Company and the RGS Guarantor, upon the terms and conditions therein contained;

"Holdings Equity" means the nominal share capital of Holdings (including any amount on share premium account) or any part thereof (including, without limitation, ordinary, preference, deferred or redeemable shares whether or not voting rights attach thereto);

"Independent Tester's Appointment" means the appointment in the Agreed Form of Currie and Brown as independent tester dated on or about the Execution Date entered into between the Trust, the Company, the Agent and Currie and Brown;

"Interface Agreement" means the interface agreement to be entered into in an agreed form by the Service Provider, the Construction Contractor and the Company;

"LC Bank" means The Royal Bank of Scotland plc as issuer or any replacement financial institution approved by the Agent that issues a replacement Letter of Credit;

"Loan Stock" means the £920,000 15% Unsecured Subordinated Loan Stock 2030 of the Company constituted by the Loan Stock Instrument;

"Loan Stock Instrument" means the instrument dated the Execution Date by the Company constituting the Loan Stock;

"Mechanical and Electrical Engineers" means Davie and McCulloch or such other mechanical and electrical engineers as may be appointed by the Construction Contractor with the consent of the Agent pursuant to clause 11.4 (t) of the Loan Agreement;

"Permitted Security Interest" means (i) the Security Interests created pursuant to the Security Documents, (ii) Security Interests arising by operation of law, (iii) Security Interests arising under retention of title arrangements in respect of the purchase of goods in the ordinary course of business and (iv) Security Interests granted with the prior written consent of the Agent;

"Planning Supervisor" means EC Harris or such other planning supervisor as may be appointed by the Construction Contractor with the consent of the Agent pursuant to clause 11.4 (t) of the Loan Agreement;

"Project" means the design, construction, financing and operation of the Project Facilities and the provision of Services pursuant to the Relevant Documents;

"Project Agreement" means the agreement so entitled or dated on or about the Execution Date between the Company and the Trust in relation to the Project;

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**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

Please complete
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Company Number

04239073

Name of Company

Robertson Health (Chester Le Street) Limited (the "Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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"Project Documents" means (a) the Project Agreement; (b) the Head Lease and the Sub Lease; (c) the Construction Contract; (d) the Service Contract; (e) the RGS Guarantee; (f) the Construction Bond; (g) the Memorandum and Articles of Association of the Company; (h) the Memorandum and Articles of Association of Holdings; (i) the Loan Stock Instrument; (j) the Holdings Loan Stock Instrument; (k) the Shareholders Agreement; (l) the Guarantor Loan Agreement; (m) the Interface Agreement; (n) the Independent Tester's Appointment; (o) the Letter of Credit; and (p) the Appointments and Warranty Agreements;

"Project Facilities" means the Works whether completed or uncompleted;

"QM Shareholder" means Quayle Munro PFI Fund Limited Partnership, whose registered office is at 8 Charlotte Square, Edinburgh EH2 4DR or a QM Holder (as defined in the Shareholders Agreement);

"Quantity Surveyor" means EC Harris or other such quantity surveyor as may be appointed by the Construction Contractor with the consent of the Agent pursuant to clause 11.4 (t) of the Loan Agreement;

"Relevant Documents" means the Project Documents and the Financing Documents and all other documents which the Company and Agent agree to designate as a Relevant Document;

"RGS" means Robertson Group (Scotland) Limited, Company number SC060077, having its registered office at 10 Perimeter Road, Pinefield Industrial Estate, Elgin, Morayshire, IV30 6AE;

"RGS Guarantee" means the guarantee by RGS in the Agreed Form dated on or about the Execution Date in favour of the Company in respect of inter alia, the obligations of the Construction Contractor under the Construction Contract and of the Service Provider under the Service Contract;

"RGS Guarantor" means RGS as guarantor under the RGS Guarantee;

"RGS Holder" means RGS or any other RGS Holder as defined in the Shareholders Agreement;

"Security Interest" means any standard security, mortgage, charge (whether fixed or floating), assignment or assignation by way of security, hypothecation, pledge, declaration of trust, lien, right of set off, compensation or combination of accounts, or any other security interest whatsoever, howsoever created or arising having or purporting to have the effect of priority over unsecured creditors' rights;

"Service Contract" means the contract so entitled dated on or around the Execution Date between the Company and the Service Provider in relation to the provision of Services;

"Service Provider" means Robertson Facilities Management Limited or any permitted successor or assignee as the provider of the Services pursuant to the Service Contract.

"Shareholders Agreement" means the shareholders agreement dated the Execution date between the Shareholders, Holdings, the Company and the Agent relating to inter alia the Shareholders subscription of Holdings Equity and Holdings Loan Stock and to the subscription of Equity and Loan Stock and the sale of tax losses;

"Shareholders" means each of the RGS Holder, Uberior and the QM Shareholder as providers of Holdings Equity, pursuant to the Shareholders Agreement

"Trust" means North Durham Health Care National Health Service Trust acting through its offices at Dryburn Hospital, North Road, Durham, DH1 5TW and its statutory successors;

"Uberior" means Uberior Infrastructure Investments Limited, a company incorporated in Scotland under registered number SC186427 and having its registered office at Level 2, New Uberior House, 11 Earl Grey Street, Edinburgh EH3 9BN; and

"Works" means all design and construction works (whether contemplated by the Construction Contract or otherwise) necessary for the implementation of the Project (and any other works which the Agent agrees should constitute part of the Works).

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04239073

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL ASSIGNMENT OF AGREEMENT DATED THE 13th JANUARY 2003 AND CREATED BY ROBERTSON HEALTH (CHESTER LE STREET) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND OR THE FINANCE PARTIES 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 22nd JANUARY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th JANUARY 2003.

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES