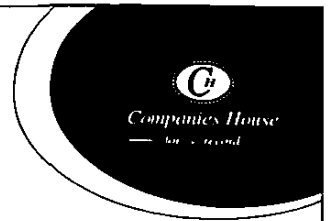


MG02

Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

☐ **What this form is NOT for**
You cannot use this form to
a statement of satisfaction in
or in part of a fixed charge
company registered in Scotland
do this, please use form MC

WEDNESDAY



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29/06/2011

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COMPANIES HOUSE

1 Company details

Company number 0 5 1 5 3 6 0 9
Company name in full Nations Healthcare (Burton) Limited

For official use

→ Filling in this form
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Creation of charge

Date charge created 1 9 0 5 2 0 0 6

Description ①

Date of registration ② 0 6 0 6 2 0 0 6

① You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'

② The date of registration may be
confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name GE Capital Corporation (Leasing) Limited
Address Meridian Trinity Square, 23/59 Staines Road, Hounslow
Postcode TW 3 3 HF

Name
Address
Postcode

Name
Address
Postcode

Continuation page
Please use a continuation page if
you need to enter more details

MG02

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4

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

The Assignor with full title guarantee and as continuing security for the payment and discharge of all Master Lease Agreement Liabilities

(a) charged to the Assignee by way of second fixed charge the Charged Property,

(b) assigned and agreed to assign subject to the Orderbide Security to the Assignee all of the present and future right, title and interest of the Assignor in and to the 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 Assigned Property, and

(c) charged in favour of the Assignee by way of second floating charge all its undertaking and all its assets and rights whatsoever and wheresoever including, without limitation, all its undertaking and its assets and rights expressed to be assigned and charged to the Assignee pursuant to paragraphs (a) and (b) above 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

Negative Pledge

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 Orderbide Security, or

+

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

- ☒ In full
☐ In part

① Please tick one box only

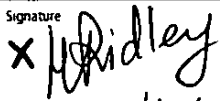
6

Signature

Please sign the form here

Signature

Signature

X  X

Helen Ridley (Legal Counsel)

This form must be signed by a person with an interest in the registration of the charge

MG02s - continuation page

Statement of satisfaction in full or in part of a fixed charge for a company registered in Scotland

4	Short particulars of all the property charged
	Please give the short particulars of the property charged
Short particulars	<p>(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 the Excluded Property) except as permitted under the Master Lease Agreement</p> <p>Definitions</p> <p>Account Holding Bank means Barclays Bank PLC</p> <p>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</p> <p>(a) each Receivable, (b) the Primary Collections Account, (c) the Secondary Collections Account, (d) the Secured Funds, (e) the Business Interruption Insurance, (f) all guarantees, indemnities and other securities from time to time held by the Assignor in respect of all or any of the Equipment, (g) the proceeds of all insurance policies from time to time entered into in respect of the Equipment pursuant to the Master Lease Agreement,</p> <p>and includes all additions and supplements to and the replacements of the same</p> <p>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 Primary Collections Account</p> <p>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</p> <p>(a) the Primary Collections Account, (b) the Secondary Collections Account, and (c) the Secured Funds,</p> <p>and includes all additions and supplements to and the replacements of the same</p> <p>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 the Assignee and Dispose shall in any case be construed accordingly</p> <p>Equipment means the equipment leased to the Assignor by the Assignee pursuant to the Master Lease Agreement</p> <p>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</p>

MG02s - continuation page
Statement of satisfaction in full or in part of a fixed charge for a
company registered in Scotland

4	Short particulars of all the property charged
	Please give the short particulars of the property charged
Short particulars	<p>Floating Charge Property means the property the subject of the floating charge created by Clause 3 3 of the Deed</p> <p>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</p> <p>Master Lease Agreement means the master lease agreement dated 19 May 2006 between the Assignee and the Assignor and where the context so permits shall include the Lease Schedules</p> <p>Orderbide Security means the Account Charge dated 10 January 2005 between the Assignor and Orderbide II Limited in respect of the Primary Collections Account and the Secondary Collections Account and the Deed of Assignment dated 10 January 2005 between the Assignor and Orderbide II Limited in respect of certain receivables under the Project Agreement</p> <p>Primary Connections Account means the account of the Assignor with the Account Holding Bank, account number 70724033, sort code 203647 and designated "the Primary Collections Account"</p> <p>Project Agreement means the project agreement for the provision of clinical services dated 23 December 2004 between the Assignor and the Sponsors</p> <p>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</p> <p>Rights means rights, authorities, discretions, benefits, powers and remedies (in each case, of any nature whatsoever)</p> <p>Secondary Collections Account means the account of the Assignor with the Account Holding Bank, account number 80611832, sort code 203647 and designated "the Secondary Collections Account"</p> <p>Secured Funds means the money from time to time standing to the credit of the Primary Collections Account and the Secondary Collections Account and all other Rights of the Assignor in relation to the Primary Collections Account and the Secondary Collections Account</p> <p>Secured Property means collectively the Assigned Property, the Charged Property and the Floating Charge Property</p> <p>Security includes any mortgage, pledge, lien, retention of title, hypothecation, security interest or other charge or encumbrance</p> <p>Sponsors means Secretary of State for Health, East Staffordshire Primary Care Trust, Burntwood, Lichfield and Tamworth Primary Care Trust, Derbyshire Dales and South Derbyshire Primary Care Trust, Charnwood and North West Leicestershire Primary Care Trust, North Stoke Primary Care Trust, South Stoke Primary Care Trust, Newcastle under Lyme Primary Care Trust, Staffordshire Moorlands Primary Care Trust and Burton Hospitals NHS Trust and Sponsor shall mean any of them</p>

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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 Helen Ridley

Company name Circle

Address 32 Welbeck Street

Post town London

County/Region

Postcode W 1 G 8 E U

Country United Kingdom

DX

Telephone 020 7034 5298



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 completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ 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