



CHFP025

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Please complete
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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

017741/65

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[01] [01] [01]

05255132

Name of company

* **RAPHAEL HEALTH CARE LIMITED ("Chargor")**

Date of creation of the charge

28 July 2008

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

Legal charge ("Legal Charge")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Chargor to the Security Trustee under or pursuant to any Finance Document (including all monies covenanted to be paid under the Legal Charge) provided that no obligation or liability shall be included in the definition of Secured Obligations to the extent that, if it were so included, the Legal Charge (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("Secured Obligations")

All capitalised terms, except those defined elsewhere in this Form 395, are defined in Annexure 1 to this form.

44/10

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

RJD Partners Limited ("Security Trustee"), 8-9 Well Court, London

Postcode EC4M 9DN

Presenter's name address and
reference (if any)

DLA Piper UK LLP
101 Barbirolli Square
Manchester
M2 3DL

CAS/80424/120017/20334551 lpd

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

SATURDAY



A18P91XF

A15

02/08/2008

17

COMPANIES HOUSE

1. GRANT OF SECURITY

- (a) The Chargor, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and as a continuing security for payment of the Secured Obligations, charged and agreed to charge in favour of the Security Trustee
- (i) by way of legal mortgage all its present and future right, title and interest in or to the Property,
- (ii) by way of fixed charge
- (A) all proceeds of sale of the whole or any part of the Property, and
- (B) all fittings at any time on the Property,

continued at addendum 4/4

Particulars as to commission allowance or discount (note 3)

Nil

Signed

DA Rye UK UP

Date 01/08/2008

On behalf of ~~XXXXXXXXXXXX~~ (chargee) †

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A fee is payable
to Companies
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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**

Name of company

*insert full name
of Company

* RAPHAEL HEALTH CARE LIMITED ("Chargor")

Addendum 1/4

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

Addendum 2/4

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

Addendum 3/4

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

Addendum 4/4

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

- (iii) by way of floating charge all moveable plant machinery implements utensils, furniture and equipment at the time of the Legal Charge or from time to time placed on or used in or upon the Property and the benefit of all licences, contracts and warranties in connection with and the same

2. RESTRICTION ON DEALINGS

The Chargor agreed that it shall not do nor agree to do any of the following without the prior written consent of the Security Trustee

- (a) create or permit to subsist any Security Interest on any Security Asset, or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Security Asset

3. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appointed the Security Trustee, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under the Legal Charge, including under clause 16 of the Legal Charge The Chargor ratified and confirmed whatever any attorney does or purports to do pursuant to its appointment under clause 17 of the Legal Charge

All capitalised terms, except those defined elsewhere in this Form 395, are defined in Annexure 1 to this form

RAPHAEL HEALTH CARE LIMITED

ANNEXURE TO FORM 395

ANNEXURE 1

In this Form 395 the following terms have the following meanings

"Finance Documents" has the same meaning as prescribed to it in the Legal Charge,

"Property" means the property specified in Annexure 2 to this Form 395 and, where the context so admits, includes

- (a) all buildings, erections, fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (b) all easements, rights and agreements in respect thereof, and
- (c) the benefit of all covenants given in respect thereof,

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Security Trustee under the Legal Charge,

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Legal Charge, and

"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security

Company number: 05255132

RAPHAEL HEALTH CARE LIMITED

ANNEXURE TO FORM 395

ANNEXURE 2

The Property

Address	Administrative area	Title number
Farndon Mental Health Hospital, Farndon, Newark NG24 4SW	Newark and Sherwood	NT 393661



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

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

COMPANY NO. 5255132
CHARGE NO. 10

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 28 JULY
2008 AND CREATED BY RAPHAEL HEALTH CARE LTD FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO RJD PARTNERS LIMITED (SECURITY TRUSTEE)
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 2 AUGUST
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 AUGUST 2008

P. Seb.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES