

131969/13  
**MG01**

Particulars of a mortgage or charge



**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**

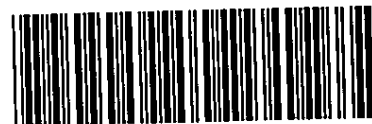
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT for**

You cannot use this form to  
particulars of a charge for a  
company. To do this, please  
form MG01s

TUESDAY



\*LI2SVO6M\*

LD5

12/10/2010

75

COMPANIES HOUSE

For official use

**1**

**Company details**

Company number

0 6 0 0 4 5 6 6

Company name in full

Consort Healthcare (Mid Yorkshire) Limited (the "Chargor")

**3**

**Filing in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2**

**Date of creation of charge**

Date of creation

d3 d0 m0 m9 y2 y0 y1 y0

**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

First Ranking Legal Mortgage (the "**Mortgage**") dated 30 September 2010  
between the Chargor and Deutsche Trustee Company Limited (the "**Security  
Trustee**"), as security trustee (which expression shall, where the context  
so admits, include all persons for the time being the trustee or trustees  
under the Security Trust and Intercreditor Deed).

**4**

**Amount secured**

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

Amount secured

(0)  
All liabilities and obligations which are now or at  
any time hereafter may be due, owing or payable by  
any Obligor to each and any of the Senior Creditors  
and, in the case of the Chargor, to the Issuer  
under or pursuant to and in the manner set out in  
the Senior Finance Documents (including the  
ProjectCo Debenture) and any Mortgage and/or the  
Intragroup Loan Agreement including any liability  
in respect of any further advances made under the  
Senior Finance Documents, whether present or  
future, actual or contingent (and whether incurred  
solely or jointly and whether as principal or as  
surety or in some other capacity) (the "**Secured  
Obligations**").

**Continuation page**

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

# MG01

## 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	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Deutsche Trustee Company Limited	
Address	Winchester House	
	1 Great Winchester Street, London	
Postcode	E C 2 N 2 D B	
Name		
Address		
Postcode		

### 6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<b>PLEASE SEE ATTACHED CONTINUATION PAGES.</b>	

# MG01

## 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

None

### 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 Linhaters LLP X

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

# MG01

## 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 Paul Doe/Mark Cheney

Company name

Linklaters LLP

Address One Silk Street

Post town London

County/Region United Kingdom

Postcode

E

C

2

Y

8

H

Q

Country

DX 10 LONDON/CHANCERY

Telephone 020 7456 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### **Consort Healthcare (Mid Yorkshire) Limited**

**06004566**

#### **Note 1:**

#### **1 LEGAL MORTGAGE**

1 1 All the security created under the Mortgage

- (i) is created in favour of the Security Trustee,
- (ii) is created over present and future assets of the Chargor,
- (iii) is security for the payment of all the Secured Obligations, and
- (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

1 2 The Chargor charged

- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it, this included the real property (if any) specified in the schedule to the Mortgage and also at note 3 to this MG01, and
- (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property

1 3 A reference in this Subclause to a mortgage or charge of any freehold or leasehold property includes

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants

#### **2 FULL FORCE AND EFFECT**

The ProjectCo Debenture shall continue in full force and effect save as supplemented by the Mortgage which shall read and be construed as one with the ProjectCo Debenture

#### **3 NO RELEASE**

For the avoidance of doubt, nothing in the Mortgage shall constitute a release of security created pursuant to the ProjectCo Debenture

#### **Note 2:**

In this form MG01

**Account Bank** means at any time Deutsche Bank AG, London Branch, or such other bank or banks having a long term debt rating of at least A from S&P and A2 from Moody's which is

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>or are a party to the Accounts Agreement and holding any of the Accounts,</p> <p><b>Accounts</b> means each of the HoldCo Account, the Issuer Accounts and the ProjectCo Accounts (and any sub-accounts into which any such account may be sub divided in accordance with the Accounts Agreement) and Account means any of them,</p> <p><b>Accounts Agreement</b> means the accounts agreement dated 28 June 2007 between the Obligors, the Security Trustee, the Bond Trustee, the Bond Financial Guarantor, the EIB Financial Guarantor, EIB and the Account Bank,</p> <p><b>BBIL</b> means Balfour Beatty Infrastructure Investments Limited, a company incorporated in England and Wales with registered number 00457719,</p> <p><b>Bond Creditor</b> means, at any time, the Bond Financial Guarantor unless and until such time as the Security Trustee has received notice from the Bond Trustee that a Bond Financial Guarantor Default has occurred, in which case, the Bond Trustee shall be the Bond Creditor (unless such Bond Financial Guarantor Default has been cured to the satisfaction of or waived by the Bond Trustee, in which case, the Bond Financial Guarantor shall be the Bond Creditor),</p> <p><b>Bond Custodian</b> means Deutsche Bank AG, London Branch, or such other person from time to time appointed as bond custodian to hold the Variation Bonds under the Bond Custody Agreement,</p> <p><b>Bond Custody Agreement</b> means the bond custody agreement dated 28 June 2007 between the Issuer, the Bond Custodian and the Security Trustee,</p> <p><b>Bond Documents</b> means</p> <ul style="list-style-type: none"> <li>(a) the Bonds,</li> <li>(b) the Bond Trust Deed,</li> <li>(c) the Paying Agency Agreement,</li> <li>(d) the Bond Custody Agreement,</li> <li>(e) the Subscription Agreement, and</li> <li>(f) any other agreements or documents between any Obligor and any Senior Creditor which the Majority Creditor may from time to time designate as a Bond Document,</li> </ul> <p><b>Bond Financial Guarantee</b> means the financial guarantee and the endorsement thereto dated 28 June 2007 issued by the Bond Financial Guarantor in respect of the Original Bonds (but excluding any Original Bonds held by the Issuer) pursuant to the Guarantee and Reimbursement Agreement,</p> <p><b>Bond Financial Guarantor</b> means FGIC UK Limited, a company incorporated in England and Wales with registered number 05030956,</p> <p><b>Bond Financial Guarantor Default</b> means the occurrence of any of the following events</p> <ul style="list-style-type: none"> <li>(a) any amount which is due and payable by the Bond Financial Guarantor under the terms of the Bond Financial Guarantee and is not paid by the Bond Financial</li> </ul>	

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Guarantor on the date it is due and payable thereunder, or</p> <ul style="list-style-type: none"> <li>(b) the Bond Financial Guarantor disclaims, disaffirms, repudiates and/or challenges the validity of any of its obligations under the Bond Financial Guarantee or takes legal proceedings to do so, or</li> <li>(c) the Bond Financial Guarantee ceases to be in full force and effect, or</li> <li>(d) the Bond Financial Guarantor files any petition or commences any case or proceeding in respect of itself under any insolvency or bankruptcy law in any applicable jurisdiction, or</li> <li>(e) an encumbrancer takes possession of, or any receiver, administrative receiver, trustee, assignee, custodian, liquidator, administrator or similar official is appointed in respect of all or substantially all of the business or assets of the Bond Financial Guarantor, or</li> <li>(f) a winding up order or an administration order is made against the Bond Financial Guarantor (other than for the purposes of and followed by a reconstruction, unless during or following such reconstruction, it becomes or is declared to be insolvent), or</li> <li>(g) anything analogous to any of the events specified in paragraphs (d), (e) or (f) above occurs under the laws of any applicable jurisdiction</li> </ul> <p><b>Bond Proceeds Onloan Agreement</b> means the intercompany loan agreement dated 28 June 2007 between the Issuer, the Chargor and the Security Trustee,</p> <p><b>Bond Trust Deed</b> means the trust deed dated 28 June 2007 between the Issuer, the Bond Trustee and the Bond Financial Guarantor,</p> <p><b>Bond Trustee</b> means Deutsche Trustee Company Limited and such other persons from time to time being the trustee or trustees under the Bond Trust Deed,</p> <p><b>Bonds</b> means the Original Bonds and any Further Bonds,</p> <p><b>Bondholder</b> means an Original Bondholder or holder of Further Bonds and Bondholders means all such persons,</p> <p><b>Clearstream and Clearstream, Luxembourg</b> means Clearstream Banking, société anonyme, Luxembourg,</p> <p><b>Collateral Deed</b> means the collateral deed dated 28 June 2007 between the Obligors, the Bond Trustee, the Security Trustee, EIB, the Bond Financial Guarantor and the EIB Financial Guarantor,</p> <p><b>Construction Contract</b> means the agreement dated 28 June 2007 between the Chargor and the Construction Contractor and includes any other agreement entered into by the Chargor in relation thereto,</p> <p><b>Construction Contractor</b> means the unincorporated joint venture between Balfour Beatty Construction Northern Limited and Haden Young Limited (or any of its or their permitted successors or assigns) or any person from time to time acting as a construction contractor to</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

the Chargor under a contract replacing the Construction Contract in form and substance acceptable to the Majority Creditor and in accordance with the Collateral Deed,

**Construction Contractor Direct Agreement** means the direct agreement dated 28 June 2007 between the Chargor, the Construction Contractor, the Construction Contractor Guarantor and the Security Trustee in respect of the Construction Contract and includes any replacement direct agreement entered into by the Chargor, the Construction Contractor, the Construction Contractor Guarantor and any Senior Creditor in relation to a Construction Contract,

**Construction Contractor Guarantor** means Balfour Beatty or any other person or persons from time to time acceptable to the Majority Creditor guaranteeing the obligations of the Construction Contractor under the Construction Contract in accordance with the Collateral Deed,

**Deed of Safeguard** means the agreement to be entered into between the Secretary of State, the Trust, the Chargor and the Security Trustee in the form set out in Schedule 20 to the Project Agreement,

**Direct Agreements** means

- (a) the Construction Contractor Direct Agreement,
- (b) the FM Service Contractor Direct Agreement
- (c) the Funders' Direct Agreement, and
- (d) any other agreements or documents between any Obligor and any Senior Creditor which the Majority Creditor may from time to time designate as a Direct Agreement,

**EIB** means the European Investment Bank of 100, boulevard Konrad Adenauer, L2950 Luxembourg,

**EIB Financial Guarantee** means a financial guarantee and the endorsement thereto dated 28 June 2007 issued by the EIB Financial Guarantor in respect of the EIB Loan Agreement pursuant to the Guarantee and Reimbursement Agreement,

**EIB Financial Guarantor** means Financial Guaranty Insurance Company, London Branch,

**EIB Loan Agreement** or **EIB Finance Contract** means the loan agreement between, inter alios, the Issuer and EIB dated 22 June 2007 pursuant to which EIB has agreed to make available to the Issuer a term loan facility in an aggregate amount of up to £150,000,000 (adjusted for indexation),

**EIB Proceeds Onloan Agreement** means the intercompany loan agreement dated 28 June 2007 between the Issuer, the Chargor and the Security Trustee,

**Euroclear** means Euroclear Bank S A /N V, as operator of the Euroclear System,

**Financial Guarantee Fees** means together, the aggregate of (a) the guarantee fees in respect of the Bond Financial Guarantee and (b) the guarantee fees in respect of the EIB Financial Guarantee, each payable to the Bond Financial Guarantor and the EIB Financial Guarantor as the case may be in accordance with the terms of the Financial Guarantee Fees



6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Letter,</p> <p><b>Financial Guarantee Fees Letter</b> means the letter entered into or to be entered into (as the case may be) between the Bond Financial Guarantor, the EIB Financial Guarantor and the Obligors in respect of the Financial Guarantee Fees,</p> <p><b>FM Service Contract</b> means the service contract dated 28 June 2007 between the Chargor and the FM Service Contractor and includes any other agreement entered into by the Chargor for the provision of FM services (or services substantially equivalent thereto),</p> <p><b>FM Service Contractor</b> means Haden Building Management Limited (a company incorporated in England and Wales) or such other person or persons acting as a facilities management service provider under a contract replacing the FM Service Contract (or any part of the FM Service Contract) in accordance with the Collateral Deed,</p> <p><b>FM Service Contractor Direct Agreement</b> means the direct agreement dated 28 June 2007 between the Chargor, the Security Trustee the FM Service Contractor and the FM Service Guarantor in respect of the FM Service Contract,</p> <p><b>FM Service Guarantor</b> means Balfour Beatty or any other person or persons from time to time acceptable to the Majority Creditor guaranteeing the obligations of the FM Service Contractor under the FM Service Contract,</p> <p><b>Funders' Direct Agreement</b> means the direct agreement dated 28 June 2007 between the Chargor, the Security Trustee and the Trust in respect of the Project Agreement,</p> <p><b>Further Bonds</b> means any bonds or notes of the Issuer constituted in relation to a deed supplemental to the Bond Trust Deed pursuant to clause 2 3 (Further Issues) thereof and for the time being outstanding or, as the context may require, a specific number thereof and includes any global bond, note or evidence of indebtedness which has not for the time being been exchanged for such bonds or notes and any replacement bonds or notes issued pursuant to Condition 12 (Replacement of Bonds, Coupons and Talons) of the Bond Trust Deed,</p> <p><b>Global Bonds</b> means the Original Temporary Global Bond and the Original Permanent Global Bond and any other global bonds representing Further Bonds or any of them,</p> <p><b>Guaranteed Investment Contract</b> means the investment contract with a guaranteed return dated 28 June 2007 between the Chargor, the Security Trustee and Bayerische Landesbank, London Branch,</p> <p><b>Guarantee and Reimbursement Agreement</b> means the guarantee and indemnity agreement made the 28 June 2007 between the Obligors, the Bond Financial Guarantor and the EIB Financial Guarantor in connection with the EIB Financial Guarantee and the Bond Financial Guarantee,</p> <p><b>HoldCo</b> means Consort Healthcare (Mid Yorkshire) Holdings Limited, a company incorporated in England and Wales with registered number 6025789,</p> <p><b>HoldCo Debenture</b> means the first ranking debenture dated 28 June 2007 granted by HoldCo in favour of the Security Trustee,</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**HoldCo Shares** means the shares in HoldCo,

**Indemnification Agreement** means the indemnification agreement dated 25 June 2007 between the Obligor, the Lead Manager, and the Bond Financial Guarantor,

**Insurance Proceeds Account Agreement** means the account agreement relating to the Trust Insurance Proceeds Account made 28 June 2007 between the Chargor, the Trust, the Security Trustee and the Account Bank,

**Intragroup Loan Agreement** means the intragroup loan agreement dated 28 June 2007 between the Issuer and the Chargor whereby the proceeds of subscription for ordinary shares in the Issuer are on lent,

**Intercompany Loan Agreements** means the Bond Proceeds Onloan Agreement and the EIB Proceeds Onloan Agreement,

**Issuer** means Consort Healthcare (Mid Yorkshire) Funding Plc a company incorporated under the laws of England and Wales with registered number 6004578,

**Issuer Debenture** means the first ranking debenture dated the 28 June 2007 granted by the Issuer in favour of the Security Trustee,

**Issuer Loan Stock** means the loan stock issued or to be issued by the Issuer and subscribed or to be subscribed for by the Stockholders pursuant to the Stockholders' Subscription Agreement,

**Lead Manager** means The Royal Bank of Scotland plc,

**Level 1 Rating** means any time where the long term unsecured credit ratings for the claims paying ability of the Bond Financial Guarantor and the EIB Financial Guarantor are above or equal to AA from S&P and Aa2 from Moody's,

**Level 2 Rating** means any time where the requirements for a Level 1 Rating are not met,

**Loan Creditor** means

- (a) where no EIB Financial Guarantor Default has occurred and a Level 1 Rating applies, the EIB Financial Guarantor,
- (b) where no EIB Financial Guarantor Default has occurred and a Level 2 Rating applies, the EIB Financial Guarantor and EIB acting together, or
- (c) where an EIB Financial Guarantor Default has occurred which has not been cured to the satisfaction of EIB or waived by EIB, EIB,

**Majority Creditor** means

- (a) where the Bond Financial Guarantor is the Bond Creditor, the Bond Financial Guarantor and the Loan Creditor acting together,
- (b) where the Bond Trustee is the Bond Creditor, the Bond Trustee and the Loan Creditor acting together or, if the Bond Trustee fails to act within a reasonable period of time (taking into account the facts and circumstances at the time), the Loan Creditor,

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Master Definitions Schedule** means the master definitions schedule dated 25 June 2007 and signed (or initialed for the purposes of identification) by or on behalf of, inter alios, the signatories to the ProjectCo Debenture,

**Moody's** means Moody's Investors Service, Inc ,

**Obligors** means the Chargor, the Issuer and HoldCo and Obligor means any of them,

**Original Bondholder** and (in relation to a Bond) holder means the bearer of an Original Bond save that, for so long as the Bonds are represented by the Global Bonds, each person who has for the time being a particular principal amount of such Bonds credited to his securities account in the records of Clearstream or Euroclear shall be deemed to be the Bondholder in respect of the principal amount of such Bonds for all purposes hereof other than for the purpose of payments in respect thereof, the right to which shall be vested as against the Issuer, solely in the bearer of such Global Bond in accordance with and subject to the terms of the Bond Trust Deed and such Global Bond,

**Original Bonds** means the £214,531,000, 2 055 per cent index linked guaranteed secured bonds due 2041 (including £43,000,000 of Variation Bonds) constituted in relation to the Bond Trust Deed, in or substantially in the form set out in Schedules 1, 2 and 3 therein, and for the time being outstanding or, as the case may be, a specific number thereof and includes any replacement Original Bonds issued pursuant to Condition 12 (Replacement of Bonds, Coupons and Talons) and (except for the purposes of clauses 3 1 (Global Bonds) and 3 3 (Signature, Authentication etc ) of the Bond Trust Deed), the Original Global Bonds for so long as they have not been exchanged in accordance with the terms thereof,

**Original Global Bonds** means the Original Temporary Global Bond and the Original Permanent Global Bond to be issued pursuant to clause 3 (The Original Bonds) of the Bond Trust Deed,

**Original Permanent Global Bond** means the Original Permanent Global Bond to be issued pursuant to clause 3 1 (Global Bonds) of the Bond Trust Deed in the form or substantially in the form set out in Schedule 2 of the Bond Trust Deed,

**Original Temporary Global Bond** means the Original Temporary Global Bond to be issued pursuant to clause 3 1 (Global Bonds) of the Bond Trust Deed in the form or substantially in the form set out in Schedule 1 of the Bond Trust Deed,

**Paying Agency Agreement** means, in relation to the Bonds of any relevant series, the agreement appointing the initial Paying Agents in relation to such Bonds and any other agreement for the time being in force appointing successor paying agents in relation to such Bonds, together with any agreement for the time being in force amending or modifying with the prior written approval of the Bond Trustee any of the aforesaid agreements in relation to such Bonds and including the paying agency agreement dated 28 June 2007 between the Issuer, the Bond Trustee and the Principal Paying Agent,

**Paying Agent** means, in relation to the Bonds of any relevant series, the several institutions (including, where the context permits, the Principal Paying Agent) for the time being appointed as paying agents in relation to the Bonds pursuant to the relevant Paying Agency Agreement,

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Principal Paying Agent** means Deutsche Bank AG, London Branch,

**Project Agreement** means the project agreement dated 28 June 2007 between the Chargor and the Trust in relation to the refurbishment, design, construction, finance and operation of certain hospital facilities,

**ProjectCo Debenture** means the first ranking debenture dated 28 June 2007 granted by ProjectCo in favour of the Security Trustee,

**ProjectCo Insurance Proceeds Account** means the account opened and maintained by the Chargor with the Account Bank in accordance with the Accounts Agreement,

**ProjectCo Guarantee Agreement** means the guarantee agreement dated 28 June 2007 between, inter alios, the Chargor, the Issuer, the Lead Manager, the Account Bank, the Principal Paying Agent and the Bond Custodian,

**BPIL** means Royal Bank Project Investments Limited, a company incorporated in England and Wales with registered number 02834015,

**Security Documents** means

- (a) the HoldCo Debenture,
- (b) the Issuer Debenture,
- (c) the ProjectCo Debenture,
- (d) the Security Trust and Intercreditor Deed,
- (e) any other document from time to time executed in favour of the Security Trustee for the purpose of securing all or any of the Secured Obligations, and
- (f) any deed of accession entered into in respect of any of the above,

**Security Trust and Intercreditor Deed** means the security trust and intercreditor deed dated 28 June 2007 between the Obligors, the Bond Financial Guarantor, the EIB Financial Guarantor, EIB, the Bond Trustee, the Shareholders, the Stockholders and the Security Trustee,

**Senior Creditors** means each of the Bond Financial Guarantor, the EIB Financial Guarantor, EIB, the Bond Trustee, the Bondholders and the Security Trustee and Senior Creditor means each such person,

**Senior Finance Documents** means

- (a) the Collateral Deed,
- (b) the Master Definitions Schedule,
- (c) the Security Documents,
- (d) the Accounts Agreement,
- (e) the Bond Documents,
- (f) the EIB Loan Agreement,

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(g) the Bond Financial Guarantee,</p> <p>(h) the EIB Financial Guarantee,</p> <p>(i) the Guarantee and Reimbursement Agreement,</p> <p>(j) the Financial Guarantee Fees Letter,</p> <p>(k) the Indemnification Agreement,</p> <p>(l) the ProjectCo Guarantee Agreement,</p> <p>(m) the Guaranteed Investment Contract,</p> <p>(n) the Stockholders' Subscription Agreement,</p> <p>(o) the Insurance Proceeds Account Agreement,</p> <p>(p) the Direct Agreements,</p> <p>(q) the Intercompany Loan Agreements,</p> <p>(r) the Deed of Safeguard,</p> <p>(s) and any other agreements or documents between any Obligor and any Senior Creditor which the Majority Creditor may from time to time designate as a Senior Finance Document,</p> <p>and <b>Senior Finance Document</b> means any one of them,</p> <p><b>Shareholders</b> means the person having subscribed for HoldCo Shares, being as at 28 June 2007 BBIL and RBIL, and <b>Shareholder</b> means any one of them,</p> <p><b>S&amp;P</b> means Standard and Poor's Ratings Services, a division of McGraw Hill Companies, Inc ,</p> <p><b>Stockholders</b> means the persons subscribing (or to subscribe) for Issuer Loan Stock, being, as at 28 June 2007 , BBIL and RBIL and <b>Stockholder</b> means any one of them,</p> <p><b>Stockholders' Subscription Agreement</b> means the subscription agreement dated 28 June 2007 between the Stockholders, the Obligors and the Security Trustee,</p> <p><b>Subscription Agreement</b> means the subscription agreement dated 25 June 2007 relating to the Original Bonds between the Issuer, the Chargor, HoldCo, and the Lead Manager,</p> <p><b>Trust</b> means The Mid Yorkshire Hospitals National Health Service Trust of Pinderfields General Hospital, Aberford Road, Wakefield, WF1 4EE,</p> <p><b>Trust Insurance Proceeds Account</b> means the account opened and maintained in the joint names of the Chargor and the Trust for the purpose of clause 35 19 of the Project Agreement and referred to in the Project Agreement as the "Insurance Proceeds Account", and</p> <p><b>Variation Bonds</b> means the £43,000,000 variation bonds which form part of the £214,531,000, 2 055 per cent index linked guaranteed secured bonds due 2041 subject to Condition 1(d) (Form, Denomination and Title)</p>	

**MG01 - continuation page**  
Particulars of a mortgage or charge

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

**Note 3:**

**DETAILS OF MORTGAGED PROPERTY**

The leasehold property known as Retail Premises at Pinderfields General Hospital granted out of part of title number WYK753392 and comprised in the following lease

+ 95

Date	Document	Parties
30 September 2010	Lease	The Chargor and the Trust

Subject to an underlease of even date made between the Chargor (1), UNS Hospitals Limited (2) and UNS Group Limited (3)



FILE COPY

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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 6004566  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 30  
SEPTEMBER 2010 AND CREATED BY CONSORT HEALTHCARE  
(MID YORKSHIRE) LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM ANY OBLIGOR TO EACH AND ANY  
OF THE SENIOR CREDITORS 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 12 OCTOBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 OCTOBER  
2010



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES