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CHFP025

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Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

130726/13

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

[13]

00307579

Name of company

* Trustees of the London Clinic Limited (the "Company")

Date of creation of the charge

21 August 2008

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

Debenture between (1) the Chargors set out therein (and including the
Company) and (2) the Security Trustee (as defined below) (the "Debenture")

Amount secured by the mortgage or charge

Please see the attached Schedule 1.

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

Barclays Bank PLC whose registered office is at 1 Churchill Place, London
(the "Security Trustee")

Postcode E14 5HP

Presentor's name address and
reference (if any)

Pinsent Masons LLP
CityPoint
One Ropemaker Street
London
EC2Y 9AH

22057460/AV03/04002 07553

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

WEDNESDAY



APHL42MT
27/08/2008
COMPANIES HOUSE

A16

94

Short particulars of all the property mortgaged or charged

Please see the attached Schedule 2.

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legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Puier Mason LLP.

Date *26 08.2008.*

On behalf of ~~XXXXXX~~ [mortgagee/~~XXXXXX~~]

*A fee 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 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**

SCHEDULE 1 – AMOUNT SECURED BY THE MORTGAGE OR CHARGE

1 1 Secured Liabilities

The Company covenants that it will on demand of the Security Trustee pay and discharge any or all of the Secured Liabilities when due

1 2 Interest

The Company covenants to pay interest to the Security Trustee upon any sum demanded in accordance with Clause 2 1 of the Debenture (*Secured Liabilities*) until payment (both before and after any judgment) at one per cent above the rate applicable to that sum immediately before demand (or, if there was no such applicable rate, at two per cent above the Security Trustee's base rate)

SCHEDULE 2 - SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED

1 Mortgages and Fixed Charges

As a continuing security for payment of the Secured Liabilities, the Company with full title guarantee charges to the Security Trustee all its right, title and interest from time to time in each of the following assets (subject to the proviso to Clause 3 1 of the Debenture) -

- 1 1 1 by way of first legal mortgage all Land which is described in Schedule 2 to the Debenture (other than the Cancer Centre Property and the Restricted Agreement Properties),
- 1 1 2 by way of first fixed equitable charge the Cancer Centre Property and the Restricted Agreement Properties,
- 1 1 3 by way of first fixed charge all other Land now vested in the Company (to the extent not effectively charged by Clause 3 1 1 and or 3 1 2 of the Debenture) and all Land acquired by the Company after the date of the Debenture,
- 1 1 4 by way of equitable mortgage or (if or to the extent that the Debenture does not take effect as a mortgage) by way of first fixed charge the Shares,
- 1 1 5 by way of first fixed charge -
 - (a) the Securities,
 - (b) the Intellectual Property,
 - (c) the Monetary Claims,
 - (d) the Fixed Plant and Equipment,
 - (e) the Loose Plant and Equipment,
 - (f) the Accounts (other than the Assigned Accounts),
 - (g) the Related Rights under or in connection with the Shares, the Securities, the Accounts (other than the Assigned Accounts), the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment,
 - (h) to the extent not assigned or effectively assigned by Clause 3 3 of the Debenture (*Assignments*), the Specific Contracts, the Insurances, the Assigned Accounts and other agreements and all Related Rights in respect of such Charged Property, and
 - (i) its present and future goodwill and uncalled capital

PROVIDED THAT, unless and until the Company has obtained any required consent of a Consenting Party, the relevant first legal mortgage or, as the case may be, other fixed charge or floating charge shall not extend to any Restricted Property and/or the Restricted Agreement Properties

1 2 Floating Charge

As continuing security for payment of the Secured Liabilities, the Company with full title guarantee charges to the Security Trustee by way of first floating charge the whole of the Company's undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged or assigned (whether in law or equity) by way of fixed security by the

Debenture, including, without limitation, any heritable property of the Company situated in Scotland

1 3 Assignments

The Company with full title guarantee assigns absolutely in favour of the Security Trustee, but subject to the right of the Company to redeem such assignment upon the full payment or discharge of the Secured Liabilities, its right, title and interest from time to time in each of the following assets -

1 3 1 the Specific Contracts,

1 3 2 the Insurances,

1 3 3 the Assigned Accounts, and

1 3 4 all rights under any agreement to which it is a party and which is not mortgaged or charged under Clause 3 1 of the Debenture (*Mortgages and Fixed Charges*),

together with all Related Rights in respect of such Charged Property, provided that the Company is entitled until the Enforcement Date to exercise all rights assigned under Clause 3 3 of the Debenture (*Assignments*) (subject to the terms of the Secured Finance Documents) and the Security Trustee will reassign any such rights to the extent necessary to enable the Company to do so

1 4 Trust

If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Company shall hold it on trust for the Security Trustee

1 5 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by the Debenture

1 6 Restricted Property and Restricted Agreement Property

1 6 1 the Company shall use all reasonable endeavours to obtain (where possible) as soon as reasonably possible the consent of the relevant Consenting Party to allow the Company to create a legal mortgage or, as the case may be, other fixed charge over the relevant Restricted Property or Restricted Agreement Property and the Security Trustee agrees to provide promptly to the Company any such consents as may be required from it

1 6 2 on each such consent being obtained, the relevant Restricted Property or Restricted Agreement Property shall thereupon automatically become subject to the relevant charge which did not apply to it prior to such consent being obtained by reason of the proviso to Clause 3 1 of the Debenture and the Company shall produce a copy of such consent to the Lender promptly after receipt

1 7 Disposals

The Company undertakes that it shall not (and shall not agree to) at any time during the subsistence of the Debenture, except as expressly permitted under the terms of the Secured Finance Documents, sell, transfer, assign, lease or hire out, factor, discount, licence, lend, part with its interest in or otherwise dispose of any of the Charged Property or permit the same to occur, or agree to do any of the foregoing, provided that, until -

1 7 1 the floating charge created by Clause 3 2 (*Floating Charge*) of the Debenture is converted into a fixed charge, or

1 7 2 the occurrence of the Enforcement Date,

the Company may hold, enjoy and deal with, in accordance with the Secured Finance Documents, the Charged Property which is not at the relevant time expressed to be subject to a fixed charge or mortgage

2 CRYSTALLISATION OF FLOATING CHARGE

2 1 Crystallisation: By Notice

The Security Trustee may at any time by notice in writing to the Company convert the floating charge created by Clause 3 2 of the Debenture (*Floating Charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice if -

2 1 1 the Enforcement Date has occurred, or

2 1 2 the Security Trustee considers acting reasonably that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process, or

2 1 3 the Security Trustee considers that it is necessary in order to protect the priority of the Security created by or pursuant to the Debenture

2 2 Crystallisation Automatic

The floating charge created by Clause 3 2 of the Debenture (*Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to the floating charge if -

2 2 1 the Company creates or attempts to create any Security (other than as permitted pursuant to the terms of the Secured Finance Documents) over any of the Charged Property, or

2 2 2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property, or

2 2 3 any step is taken (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of the Company, over all or any part of its assets, or if such person is appointed

2 3 Crystallisation: Moratorium where directors propose voluntary arrangement

The floating charge created by Clause 3 2 of the Debenture (*Floating Charge*) may not be converted into a fixed charge solely by reason of

2 3 1 the obtaining of a moratorium, or

2 3 2 anything done with a view to obtaining a moratorium

under Schedule A1 to the Insolvency Act 1986

3 FURTHER ASSURANCE

3 1 General

The Company shall, at its own expense, at any time when required by the Security Trustee, execute and deliver to the Security Trustee -

3 1 1 a valid legal mortgage of

- (i) the lease of the Cancer Centre Property once such lease is granted to the Company,
- (ii) the leases of the Restricted Agreement Properties once such leases are granted to the Company,

in substantially the form of the Debenture subject to such amendments as the Security Trustee may reasonably require,

3 1 2 a valid legal mortgage of any Land acquired in the future by the Company,

3 1 3 a fixed charge over any interest, not capable of being charged by way of legal mortgage, in any Land now or in the future belonging to the Company,

3 1 4 a legal assignment or other fixed Security over all or any of its Intellectual Property,

3 1 5 a legal charge over all or any of its Shares and/or Securities,

3 1 6 a chattel mortgage over such chattels, plant, machinery, computers and/or other equipment of the Company as the Security Trustee may specify,

3 1 7 where any of its assets are situated outside England and Wales, such fixed security (or such security in that jurisdiction most closely akin to fixed security) under the law of the place where the asset is situated as the Security Trustee may require,

3 1 8 a notice to any third party of any of the charges or assignments created by or pursuant to the Debenture, and

3 1 9 all deeds and documents which the Security Trustee may deem necessary or desirable to vest in the Security Trustee the Security intended to be created by the Debenture,

in each case, in the Security Trustee's standard form or such other form as the Security Trustee may require. In the case of Charged Property situated outside England and Wales, references to any form of Security shall be taken to refer to any form of Security available under the relevant local law which the Security Trustee may select

4 RESTRICTIONS ON DEALING

4 1 Negative Pledge

The Company undertakes that it shall not, at any time during the subsistence of the Debenture, create or permit to subsist any Security over all or any part of the Charged Property, except as expressly permitted under the terms of the Secured Finance Documents

5 PERFECTION OF SECURITY

5 1 HM Land Registry

The Company and the Security Trustee apply to HM Land Registry for the following notices to be entered on the register of the title to any Land now or in the future owned by the Company and registered under the Land Registration Act 2002 (once any consents are granted by any Consenting Party, where required) -

5 1 1 "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent by the proprietor for the time being of the charge dated 21 August 2008 in favour of Barclays Bank PLC (as "**Security Trustee**") referred to in the charges register, or if appropriate, signed on such proprietor's behalf by Barclays Bank PLC"

5 1 2 "[*Description of the Lenders*] are under an obligation to make further advances and the security created by the charge dated [*insert date*] in favour of Barclays Bank PLC (as "**Security Trustee**") has been created for the purpose of securing such further advances"

5 2 Delivery of Share Certificates

The Company shall -

5 2 1 on the date of the Debenture, deposit with the Security Trustee (or procure the deposit of) all certificates or other documents of title to the Shares, and stock transfer forms relating to the Shares (stamped and executed in blank by or on behalf of the Company), and

5 2 2 promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares, deliver to the Security Trustee (a) all certificates or other documents of title representing such items and (b) such stock transfer forms or other instruments of transfer (stamped and executed in blank on behalf of the Company) in respect of such stocks, shares, warrants or other securities as the Security Trustee may request

5 3 Delivery of Documents of Title

The Company shall upon the execution of the Debenture (or, if later, upon receipt or entitlement thereof) deliver (or procure delivery) to the Security Trustee of either -

5 3 1 all deeds, certificates and other documents as the Company holds which relate to such Land (which the Security Trustee shall be entitled to hold and retain), or

5 3 2 an undertaking from the Company's solicitors (in form and substance acceptable to the Security Trustee acting reasonably) to hold all deeds, certificates and other documents of title which the Company holds relating to such Land strictly to the order of the Security Trustee

SCHEDULE 3 – ANNEXES

ANNEX 1

DETAILS OF LAND

PART I

UNRESTRICTED PROPERTY

Title number	Description	Chargor
420001, LN86464, NGL627238, NGL124299, NGL895617, and NGL895623	The leasehold property known as the London Clinic Property comprising 18-20 Devonshire Place, 145 & 147 - 149 Harley Street, and 18 Devonshire Mews West, London W1	the Company
	The rights of the Company pursuant to the Agreement for Lease dated 5 May 2006 of the property known as the Cancer Centre Property comprising 21, 22 and part of 23 Devonshire Place 60 and 62 Marylebone High Street, London W1	the Company

PART II
RESTRICTED PROPERTY

Title Number	Description	Chargor
NGL811660	The leasehold property known as 3-5 Devonshire Place, London W1	the Company
NGL263525	The leasehold property known as 1 Park Square West, London W1	the Company
LN183815	The freehold property known as Vernon House, 5 - 11 St Marks Square, London NW1	the Company
NGL760401	The freehold property known as 23 Devonshire Place, London W1	the Company
NGL791545	The leasehold property known as 22 Devonshire Place, London W1	the Company
NGL517152	The leasehold property known as 62 Marylebone High Street, London W1	the Company
NGL863472	The leasehold property known as 119 Harley Street, London W1	the Company

PART III

RESTRICTED AGREEMENT PROPERTIES

Title Number	Description	Chargor
N/A	The rights of the Company pursuant to the agreement for lease dated 22 April 2008 of property known as 114 - 118 Harley Street, London W1	the Company
N/A	The rights of the Company pursuant to the agreement for lease dated 22 April 2008 of leasehold property known as 120 Harley Street, London W1	the Company
N/A	The rights of the Company pursuant to the agreement for lease dated 22 April 2008 (relating to 114/8 Harley Street) which provides for the grant of a new lease of 119 Harley Street, London W1	the Company

ANNEX 2

DETAILS OF SHARES

Name of Company	Description and Number of Shares	Name of Shareholder
London Clinic Development Limited (Company Number 4132379)	99 ordinary shares of £1 00 each	the Company
London Clinic Enterprises Limited (Company Number 3173985)	100 ordinary shares of £1 00 each	the Company
Harley Street Decontamination Limited (Company Number 6099755)	1 ordinary share of £1	the Company

ANNEX 3

DETAILS OF MATERIAL INSURANCES

POLICY	INSURER	POLICY NO	COVER	LIMIT (£ GBP)
Property Damage/Business Interruption	Zurich Insurance Company	AH544615	All Risks Property Damage and Business Interruption including Terrorism	Property Damage £70,699,378 Business Interruption £245,259,000
Buildings and Rent	Royal & Sun Alliance	WA01529B000	Fire, Explosion, Lightning, Aircraft, Earthquake, Riot, Malicious Damage, Storm, Flood, Escape of Water or Oil, Theft, Subsidence and Any Other Accident including Terrorism	Property Damage £9,244,358 (declared value £7,395,487)
Contractors All Risk	Royal & Sun Alliance and Aspen	DD082508	All risks of loss or damage to contract works and including terrorism in respect of Phase 2 of the Cancer centre (site of 21 & 22 Devonshire Place, London W1G 6JA and 58-62 Marylebone High Street, London)	Contract Value £35,274,295
Employers Liability	Zurich Insurance Company	JV543014	Legal Liability for injury to employees in the course of employment	£15,000,000 and one claim
Public/Products Liability	AIG UK Ltd	21680945	Legal Liability for injury to third parties in the course of the insured's business	£20,000,000 and one claim/in the aggregate for Products
Medical Malpractice	Marketform	QG021007	Legal Liability for injury to patients in the course of treatment arising out of a negligent act of omission	£10,000,000 any one claim and in the aggregate

Engineering Inspection	Zurich Insurance Company	NHA 10566	Engineering Inspection services as required by statute	N/A
Computer	Allianz	61/NK/16096238/12	All Risks Property Damage including Breakdown, Reinstatement of Data and Increased Cost of Working	Property Damage £3,408,000 Reinstatement of Data £250,000 Increased Cost of Working £350,000
Engineering Material Damage/Business Interruption	Zurich Insurance Company	FU543004 and CU543002	Sudden & Unforeseen Damage to Medical Equipment and Scanners	Property Damage £9,280,000 Business Interruption £13,200,000
Deterioration of Stock	Zurich Insurance Company	GU543005	Damage to stock following failure of refrigeration plant	£104,602
Contract Works	Zurich Insurance Company	KV567689	Loss of damage to contract works	£1,200,000 any one contract
Charity Trustees Liability	Chubb Insurance Company	82053600B	To indemnify charity trustees in relation to claims made in connection with the alleged mismanagement of the insured's organisation	£3,000,000 in the aggregate
Crime	Chubb Insurance Company	82053602B	To compensate the insured for losses arising from crime committed by employees and other parties	£1,000,00 in the aggregate
Pension Fund Trustees Liability	Chubb Insurance Company	82053061B	To indemnify pension trustees in relation to claims made in connection with the alleged mismanagement of the insured's pension fund	£1,000,00 in the aggregate

ANNEX 4

DETAILS OF INTELLECTUAL PROPERTY

Registration Number	Jurisdiction of Registration	Description of IP
2386180A	United Kingdom (Patent Office)	The London Clinic (stylised) (series of 2)
2386180B	United Kingdom (Patent Office)	The London Clinic (and devices) (series of 2)

SCHEDULE 4 – DEFINITIONS

In this Form 395, unless the context otherwise requires -

"Accession Letter" means a document substantially in the form set out in Schedule 7 to the Facilities Agreement (*Form of Accession Letter*),

"Account" means any account opened or maintained by the Company at any bank or financial institution,

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company,

"Agent" means Barclays Bank PLC,

"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility,

"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with Clause 6 of the Facilities Agreement (*Ancillary Facilities*),

"Ancillary Lender" means each Lender which makes available an Ancillary Facility in accordance with Clause 6 of the Facilities Agreement (*Ancillary Facilities*),

"Agreement for Lease" means the agreement for lease dated 5 May 2006 between Howard de Walden Estates Limited and the Company under which Howard de Walden Estates Limited will grant a lease to the Company of the Cancer Centre Property on the date specified at Clause 7.2 of the Agreement for Lease,

"Arranger" means Barclays Bank PLC,

"Assigned Account" means any Holding Account and any Mandatory Prepayment Account (and any renewal or redesignation of such accounts) and any other Account that may from time to time be agreed by the Security Trustee and the Company to be an Assigned Account,

"Architect" means Anshen & Allen Associates Limited or such other architect appointed to replace Anshen & Allen Associates Limited as shall be approved by the Majority Lenders (such approval not to be unreasonably withheld or delayed and subject to the provisions of the Agreement for Lease) and appointed by the Company,

"Building Contracts" means each of

- (a) the demolition contract entered into between the Company and Squibb & Davies (Demolition) Limited dated 8 May 2006,
- (b) the basement box and tunnel building contract entered into between the Company and T McGee & Company Limited dated 1 November 2006,
- (c) the pre-construction agreement entered into between the Company and Shepherd Construction Limited dated 1 February 2007 with regards to the pre-construction period services in relation to the superstructure works package,
- (d) the super structure building contract entered into between the Company and Shepherd Construction Limited dated 9 May 2008,

each in the form delivered to the Majority Lenders prior to the date of the Facilities Agreement in relation to the Development,

"Building Services Engineer" means Cundall Johnston & Partners or such other building services engineer as may be appointed by the Company, such person to be approved by the Majority Lenders (such approval not to be unreasonably withheld or delayed and subject to the provisions of the Agreement for Lease),

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London,

"Cancer Centre Property" means the Cancer Centre which is in the process of being constructed on land known as 60 and 62 Marylebone High Street, 21, 22 and the rear of 23 Devonshire Place and certain land beneath Devonshire Place, London W1,

"Charged Property" means all the assets and undertaking of the Company which from time to time are, or purport to be, the subject of the security created in favour of the Security Trustee by or pursuant to the Debenture,

"Compliance Certificate" means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*),

"Consenting Party" means any relevant landlord, lessor, licensee, licensor or any other relevant party from whom any consent or licence or certificate or document is required in order to create any charge pursuant to the Debenture,

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee,

"Development" means the development of the Cancer Centre Property as such works as are described in the Development Contracts,

"Development Contracts" means (in each case as and when entered into) each and all of the Agreement for Lease, the Building Contracts, Professional Contracts, and the Works Contracts,

"Employer's Agent" means Davis Langdon LLP of MidCity Place, 71 High Holborn, London WC1V 6QS or such other employer's agent appointed by the Company to replace Davis Langdon LLP as approved by the Majority Lenders (such approval not to be unreasonably withheld or delayed and to be subject to the provisions of the Agreement for Lease),

"Enforcement Date" means the date on which the Security Trustee or any other Secured Party first takes action in accordance with Clause 13 1 of the Debenture (*Enforcement*) and the terms of the Secured Finance Documents,

"Facilities Agreement" means the £75,000,000 term and revolving facilities agreement dated on or about the date of the Debenture and made between, Trustees of the London Clinic Limited (as the **"Company"**) (1) the Subsidiaries of the Company (as the **"Original Guarantors"**) (2) Barclays Bank plc (as **"Mandated Lead Arranger"**, **"Agent"** and **"Security Trustee"**) (3) and the financial institutions set out there in (as the **"Original Lenders"**) (4) as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced, including any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility,

"Facility A" means the loan facility made available under the Facilities Agreement as described in paragraph (a)(i) of Clause 2 1 of the Facilities Agreement (*The Facilities*),

"Fee Letter" means

- (a) any letter or letters dated on or about the date of the Facilities Agreement between the Arranger and the Company (or the Agent and the Company or the Security Trustee and the Company) setting out any of the fees referred to in Clause 14 of the Facilities Agreement (*Fees*), and

- (b) any agreement setting out fees payable to a Finance Party referred to in Clause 14.6 of the Facilities Agreement (*Interest, commission and fees on Ancillary Facilities*) or under any other Finance Document

"Finance Document" means the Facilities Agreement, the Mandate Letter, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Security Trust Deed, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Company,

"Finance Party" means the Agent, the Arranger, the Security Trustee, a Lender, a Hedge Counterparty or any Ancillary Lender,

"Fixed Plant and Equipment" means all plant, machinery or equipment of the Company of any kind which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building,

"Fixtures" means all things of any kind now or at any time affixed to land for any purpose, including, without limitation, trade and tenants fixtures,

"Group" means the Company and each of its Subsidiaries for the time being,

"Hedge Counterparty" means a Lender or an Affiliate of a Lender which has become a party to the Security Trust Deed as a Hedge Counterparty in accordance with the provisions of the Security Trust Deed,

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to Facility A in accordance with the Hedging Letter delivered to the Agent under Clause 4.1 of the Facilities Agreement (*Initial conditions precedent*),

"Hedging Letter" has the meaning given to that term in Part 1 of Schedule 2 to the Facilities Agreement (*Conditions Precedent*),

"Holding Account" means an account

- (a) held in England and Wales by a member of the Group with the Agent or Security Trustee,
- (b) identified in a letter between the Company and the Agent as a Holding Account, and
- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Security Trustee,

(as the same may be redesignated, substituted or replaced from time to time),

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary,

"Insurances" means, together with those insurance policies details of which are set out in Schedule 4 to the Debenture (*Details of Material Insurances*), and as set out at Annex 3 of Schedule 3 hereto, any policy of insurance or assurance,

"Intellectual Property" means together with, but not limited to, the intellectual property details of which are set out in Schedule 5 to the Debenture (*Details of Intellectual Property*), and as set out at Annex 4 of Schedule 3 hereto, any of the following -

- (a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above,
- (b) any invention, copyright, design right or performance right,
- (c) any trade secrets, know-how and confidential information, and
- (d) the benefit of any agreement or licence for the use of any such right,

"Land" means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes **"Land"** excludes heritable property situated in Scotland,

"Lender" means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 25 of the Facilities Agreement (*Changes to the Lenders*),

which in each case has not ceased to be a Party in accordance with the terms of the Facilities Agreement,

"Loose Plant and Equipment" means, in relation to the Company, all plant, machinery, equipment and motor vehicles now or at any time owned by the Company as a capital asset which is not Fixed Plant and Equipment,

"Majority Lenders" means

- (a) (for the purposes of paragraph (a) of Clause 36 1 of the Facilities Agreement (*Required consents*) in the context of a waiver in relation to a proposed Loan under the Revolving Facility of the condition in Clause 4 2 of the Facilities Agreement (*Further conditions precedent*)), a Lender or Lenders whose Revolving Facility Commitments aggregate more than $66\frac{2}{3}$ per cent of the Total Revolving Facility Commitments, and
- (b) (in any other case), a Lender or Lenders whose Commitments aggregate more than $66\frac{2}{3}$ per cent of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than $66\frac{2}{3}$ per cent of the Total Commitments immediately prior to that reduction),

"Mandate Letter" means the letter dated 4 June 2008 between the Arranger and the Company,

"Mandatory Prepayment Account" means an interest-bearing account -

- (a) held in England and Wales by the Company with the Agent or Security Trustee,
- (b) identified in a letter between the Company and the Agent as a Mandatory Prepayment Account,

- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Agent and Security Trustee, and
- (d) from which no withdrawals may be made by any members of the Group except as contemplated by the Facilities Agreement,

(as the same may be redesignated, substituted or replaced from time to time),

"Monetary Claims" means all book and other debts and monetary claims now or in the future owing to the Company (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt,

"Monitoring Architect" means YRM Architects or such other monitoring architect appointed by the Company and so approved by the Majority Lenders (such approval not to be unreasonably withheld or delayed and subject to the provisions of the Agreement for Lease),

"Monitoring Services Engineer" means Cundall Johnston & Partners LLP or such other monitoring services engineer appointed by the Company and so approved by the Majority Lenders (such approval not to be unreasonably withheld or delayed and subject to the provisions of the Agreement for Lease),

"Monitoring Structural Engineer" means Waterman Structures Limited or such other monitoring structural engineer appointed by the Company and so approved by the Majority Lenders (such approval not to be unreasonably withheld or delayed and subject to the provisions of the Agreement for Lease),

"Original Lender" means Barclays Bank PLC,

"Professional Contracts" means each and all of the contracts in which the applicable member of the Group has any benefit now or in future in respect of the Development, with the Professional Team and all bonds or guarantees relating to the performance of all or any of those contracts,

"Professional Team" means each of the Architect, the Structural Engineer, the Building Service Engineer, the Quantity Surveyor, Quality Inspector, the Employer's Agent, the Monitoring Architect, the Monitoring Structural Engineer and the Monitoring Services Engineer and such other consultants and advisers (if any) selected by the Company to replace those already appointed as at the date of the Facilities Agreement and approved by the Majority Lenders (such approval not to be unreasonably withheld or delayed and to be subject to the terms of the Agreement for Lease),

"Quality Inspector" means the quality inspector appointed by the Company and as approved by the Majority Lenders (such approval not to be unreasonably withheld or delayed and subject to the provisions of the Agreement for Lease),

"Quantity Surveyor" means Davis Langdon LLP of MidCity Place, 71 High Holborn, London WC1V 6QS or such other quantity surveyor appointed by the Company to replace Davis Langdon LLP as approved by the Majority Lenders (such approval not to be unreasonably withheld or delayed and to be subject to the provisions of the Agreement for Lease),

"Receiver" means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property,

"Related Rights" means in relation to any Charged Property

- (a) the proceeds of sale of any part of that Charged Property,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property,

- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property, and
- (d) any moneys and proceeds paid or payable in respect of that Charged Property,

"Restricted Agreement Properties" means the properties described at Part III of Schedule 2 to the Debenture, and as set out at Annex 1 of Schedule 3 hereto, and any agreements for lease over Land acquired by the Company after the date of the Debenture which may not lawfully be charged by the Company without the consent of a Consenting Party,

"Restricted Property" means the properties described in Part II Schedule 2 to the Debenture, and as set out at Annex 1 of Schedule 3 hereto, and any Land acquired by the Company after the date of the Debenture which may not lawfully be charged by the Company without the consent of a Consenting Party,

"Secured Finance Documents" means the Finance Documents, and the Hedging Agreements,

"Secured Party" means each Finance Party from time to time party to the Facilities Agreement together with any Receiver or Delegate,

"Secured Liability" means any liability expressed to be due, owing or payable by the Company under or in connection with any of the Secured Finance Documents (together the **"Secured Liabilities"**),

"Securities" means all the right, title and interest of the Company, now or in the future, in any -

- (a) stocks, shares, bonds, debentures, loan stocks, or other securities issued by any person,
- (b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person, and
- (c) units or other interests in any unit trust or collective investment scheme,

other than the Shares,

"Security" means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Trust Deed" means the security trust deed appointing the Security Trustee as the trustee for the Secured Parties,

"Security Trustee" means Barclays Bank PLC and includes the Security Trustee's successors in title and any successor appointed in accordance with the Secured Finance Documents,

"Selection Notice" means a notice substantially in the form set out in Part II of Schedule 3 to the Facilities Agreement (*Requests*) given in accordance with Clause 12 of the Facilities Agreement (*Interest Periods*) in relation to Facility A,

"Shares" means all of the shares in the capital of each of the companies specified in Schedule 3 to the Debenture (*Details of Shares*), and as set at Annex 2 of Schedule 3 hereto, held by, to the order of or on behalf of, the Company at any time,

"Specific Contracts" means the Agreement for Lease, the Development Contracts and the Hedging Agreements,

"Structural Engineer" means Alan Baxter Associates or such other structural engineer as may be appointed by the Company, such person to be approved by the Majority Lenders (such approval not to be unreasonably withheld or delayed and subject to the provisions of the Agreement for Lease),

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006 and, for the purpose of Clause 22 of the Facilities Agreement (*Financial covenants*) and in relation to the financial statements of the Group section 1162 of the Companies Act 2006,

"Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in paragraph 2(i) of Part I of Schedule 2 to the Facilities Agreement (*Conditions Precedent*) and any document required to be delivered to the Agent under paragraph 13 of Part II of Schedule 2 to the Facilities Agreement (*Conditions Precedent*) together with any other document entered into by the Company creating or expressed to create any Security over all or any part of its assets in respect of the obligations of the Company under any of the Finance Documents,

"Utilisation Request" means a notice substantially in the relevant form set out in Part I of Schedule 3 to the Facilities Agreement (*Requests*),

"Works Contracts" means works packages for construction of the Development or part thereof in the form required by the super structure Building Contract in respect of the works to be completed with regards to -

- (a) groundworks /concrete frame (post tension element),
- (b) steelwork (connections),
- (c) façade,
- (d) M-price,
- (e) Jewers doors,
- (f) Ermine (connections),
- (g) lift,
- (h) M&E (including sanitary),
- (i) pharmacy suite,
- (j) architectural work and general metalwork,
- (k) access equipment,
- (l) basement waterproofing, and
- (m) disabled and pharmacy hoist

as detailed in the Building Contract



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

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

**COMPANY NO. 307579
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 21 AUGUST
2008 AND CREATED BY TRUSTEES OF THE LONDON CLINIC
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO BARCLAYS BANK PLC (THE
SECURITY TRUSTEE) WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27
AUGUST 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 AUGUST 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES