



Registration of a Charge

Company name: **BMI HEALTHCARE LIMITED**

Company number: **02164270**



X96G5XQH

Received for Electronic Filing: **03/06/2020**

Details of Charge

Date of creation: **02/06/2020**

Charge code: **0216 4270 0057**

Persons entitled: **ARES MANAGEMENT LIMITED**

Brief description: **MATERIAL REAL PROPERTY MORTGAGOR: BMI HEALTHCARE LIMITED ADDRESS: THE SANDRINGHAM PRIVATE HOSPITAL, GAYTON ROAD, KING'S LYNN, PE30 4HJ TITLE NUMBER: NK156178 TENURE: LEASEHOLD**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PROSKAUER ROSE (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2164270

Charge code: 0216 4270 0057

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd June 2020 and created by BMI HEALTHCARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd June 2020 .

Given at Companies House, Cardiff on 4th June 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

SUPPLEMENTAL MORTGAGE

THIS MORTGAGE is dated 2 June ~~March~~ 2020 and is made between:

- (1) **CIRCLE HEALTH 1 LIMITED** (registered in England and Wales with registered number 12108495 and with its registered address at 32 Welbeck Street, London, W1G 8EU) for itself and for the Chargors (the "**Parent**");
- (2) **BMI HEALTHCARE LIMITED** (registered in England and Wales with registered number 02164270 and with its registered address at 1st Floor 30 Cannon Street, London, England, EC4M 6XH) (the "**Mortgagor**"); and
- (1) **ARES MANAGEMENT LIMITED** as security trustee for itself and the other Secured Parties (the "**Security Agent**").

WHEREAS

- (A) This Mortgage is supplemental to a debenture date 23 December 2019 between, among others, the Parent and the Security Agent (the "**Debenture**").
- (B) The Mortgagor acquired the tenant's interest in the lease of the Sandringham Private Hospital, Gayton Road, King's Lynn, PE30 4HJ from GHG Leasing Limited (which had previously charged such Material Real Property under the Debenture) on 17 December 2019.
- (C) The Mortgagor intends to grant a legal mortgage in respect of such Material Real Property.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Save to the extent otherwise defined in this Mortgage, terms defined in the Debenture have the same meaning when used in this Mortgage.

1.2 Interpretation

Clauses 1.2 (*Terms defined in other Finance Documents*), 1.3 (*Construction*), 1.4 (*Intercreditor Agreement*), 1.5 (*Disposition of property*), 1.6 (*Clawback*), 1.7 (*Third Party Rights*) and 1.8 (*Deed*) of the Debenture are incorporated in this Mortgage as if they were set out in full in this Mortgage, but so that references in those clauses to "this Debenture" shall be construed as reference to this Mortgage.

1.3 Incorporation of provisions

Clauses 14 (*When Security becomes enforceable*) to 26 (*Notices*) of the Debenture are incorporated into this Mortgage as if expressly set out herein, *mutatis mutandis*.

2. COVENANT TO PAY

The Mortgagor covenants with the Security Agent, as security trustee for the Secured Parties, to pay, discharge and satisfy the Secured Obligations when they become due for payment and discharge in accordance with their respective terms.

3. FIXED SECURITY

3.1 General

All Security created by the Mortgagor under this Clause 3 is:

- (a) granted in favour of the Security Agent as Security Agent for the Secured Parties;
- (b) continuing security for the payment, discharge and performance of the Secured Obligations (regardless of any intermediate payment);
- (c) granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (but subject to any Permitted Security); and
- (d) granted in respect of all the right, title and interest (if any), present and future, of the Mortgagor in and to the relevant Charged Asset.

3.2 Legal mortgage

The Mortgagor charges by way of first legal mortgage the Material Real Property (specified in Schedule 1 (*Material Real Property*) to this Mortgage).

4. CONSENT OF EXISTING CHARGING COMPANIES

The Parent agrees (for itself and each Chargor) to the terms of this Mortgage and agrees that its execution will in no way prejudice or affect any Security granted by any Chargor by or under the Debenture (or any other Mortgage or Mortgage).

5. COUNTERPARTS

This Mortgage may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Mortgage.

6. GOVERNING LAW AND JURISDICTION

Clause 28 (*Governing law and jurisdiction*) of the Debenture shall be incorporated in this Mortgage as if set out here in full but so that references to the Debenture shall be construed as references to this Mortgage.

THIS MORTGAGE has been executed as, and is intended to take effect as, a deed by the Parent and the Mortgagor and is delivered and has been signed by the Security Agent on the date written on the first page of this Deed

Schedule 1

Material Real Property

Mortgagor	Address/description of land	Title No.	Tenure
BMI Healthcare Limited	The Sandringham Private Hospital, Gayton Road, King's Lynn, PE30 4HJ	NK156178	Leasehold

SIGNATURES TO THE MORTGAGE

The Parent

EXECUTED AS A DEED by
CIRCLE HEALTH 1 LIMITED
acting by

)
)
)
)



Director

Witness signature:



Witness name:

.....SHANE CORB

Witness address:

.....
.....
.....

Mortgagor

EXECUTED AS A DEED by
BMI HEALTHCARE LIMITED acting by

)
)
)
)

.....
Director

Witness signature:

.....

Witness name:

.....

Witness address:

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SIGNATURES TO THE MORTGAGE

The Parent

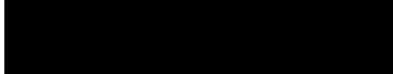
EXECUTED AS A DEED by)
CIRCLE HEALTH 1 LIMITED)
acting by)
Director)

Witness signature:

Witness name:

Witness address:
.....

Mortgagor

EXECUTED AS A DEED by)
BMI HEALTHCARE LIMITED acting by) 
Director)


Witness signature: 

Witness name:
SALLY DAVIES

Witness address: 

Security Agent

by
ARES MANAGEMENT LIMITED
acting by

)
) 
) Kevin Early
) Authorised signatory