

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

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

172858 117  
[1][1][9]

2345011

Name of company

\* TUNBRIDGE WELLS INDEPENDENT HOSPITAL LIMITED (the "Company")

Date of creation of the charge

22 October 2008

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

SECURITY ACCESSION DEED dated 22 October 2008 between the New Charging Companies, the Parent and the Security Agent (the "Deed of Accession")

Amount secured by the mortgage or charge

All money or liabilities due, owing or incurred to any Secured Party by any Charging Company as at 22 October 2008 or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of a Charging Company and all losses incurred by any Secured Party in connection therewith, in each case arising pursuant to the Senior Finance Documents, except for any money liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985 (the "Indebtedness")

Continued on Addendum 2/4

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

THE ROYAL BANK OF SCOTLAND PLC, 135 Bishopsgate, London, as security trustee for itself and the other Secured Parties (the "Security Agent")

Postcode EC2M 3UR

Presenter's name address and reference (if any)

Ashurst LLP  
Broadwalk House  
5 Appold Street  
London  
EC2A 2HA

AMD/NTE/R546 00777/11199010

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

WEDNESDAY



A25

\*ASORG4DE\*

29/10/2008

COMPANIES HOUSE

74

Short particulars of all the property mortgaged or charged

1 ACCESSION

The Company has agreed to be a Charging Company for the purposes of the Debenture with effect from 22 October 2008 and has agreed to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company.

2 CHARGING CLAUSE

2.1 Fixed Charges

The Company, as continuing security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, both as at 22 October 2008 and in future, from time to time owned by it or in which it has an interest

(a) by way of first legal mortgage

Continued on Addendum 4/4

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

*Abbot 11p*

Date

*28/10/08*

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

**A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge  
(See Note 5)**

Notes

† delete as  
appropriate

- 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

\* TUNBRIDGE WELLS INDEPENDENT HOSPITAL LIMITED (the "Company")

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)

NOTE

In this form

"Acquisition Documents" means Acquisition Documents as such term is defined in the Senior Facilities Agreement,

"Assigned Agreements" means the Acquisition Documents and any agreement designated as an Assigned Agreement by the Company and the Security Agent, including those listed in schedule 5 to the Deed of Accession,

"Book Debts" means all book and other debts arising in the ordinary course of trading,

"Cash Collateral Accounts" means any account with a Lender opened in the name of the Company which is designated by the Security Agent and the Company as being for the purpose of receiving cash collateral under the terms of the Senior Facilities Agreement,

"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Deed of Accession,

"Charging Companies" means the companies listed in schedule 1 to the Debenture, and each company (of which the Company is one) which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,

"Collection Accounts" means the accounts of the Company set out in schedule 4 to the Deed of Accession and/or such other accounts as the Company and the Security Agent shall agree or (following the occurrence of a Declared Default) as the Security Agent shall specify,

"Debenture" means the debenture dated 25 September 2008 between, inter alia, the Parent, the Charging Companies named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any),

"Declared Default" means an Event of Default which has resulted in the Facility Agent exercising its rights under clause 28 20 (Acceleration) of the Senior Facilities Agreement,

"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),

"Event of Default" means an Event of Default as such term is defined in the Senior Facilities Agreement,

"Facility Agent" means The Royal Bank of Scotland plc ,

"Floating Charge Asset" means an asset charged under clause 2 4 (Floating Charge) of the Deed of Accession,

"Group" means Group as such term is defined in the Senior Facilities Agreement,

Name of company

\*insert full name  
of Company

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"Hedging Agreements" 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 or other risks in relation to the facilities made available under the Senior Facilities Agreement,

"Hedge Counterparty" means a provider of hedging arrangements which has entered into a Hedging Agreement,

"Intellectual Property" means

(a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and

(b) the benefit of all applications and rights to use such assets of each Group Company,

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),

"Lenders" means the Lenders as such term is defined in the Senior Facilities Agreement,

"New Charging Companies" means the companies listed in schedule 1 to the Deed of Accession, as set out in schedule 1 hereto, each a "New Charging Company",

"Nominated Accounts" means Nominated Accounts as such term is defined in clause 8 4(a) of the Debenture,

"Parent" means Spire UK Finance Limited (CRN 06342684),

"Quasi-Security" means an agreement to

(a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Company,

(b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,

(c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or

(d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising financial indebtedness or of financing the acquisition of an asset,

"Receiver" means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Deed of Accession,

"Secured Parties" means the Secured Parties as such term is defined in the Senior Facilities Agreement,

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

"Security Accession Deed" means a deed executed by a company substantially in the form set out in schedule 8 to the Debenture, with those amendments which the Security Agent may approve or reasonably require,

Company number

2345011

Name of company

\*insert full name  
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"Senior Facilities Agreement" means the senior facilities agreement dated 25 September 2008 under which certain lenders have made available facilities to the Group,

"Senior Finance Documents" means the Senior Finance Documents as such term is defined in the Senior Facilities Agreement,

"Subsidiary" means

(a) a subsidiary within the meaning of section 1159 of the Companies Act 2006,

(b) a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006,

(c) an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital or similar right of ownership and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise, or

(d) an entity treated as subsidiary in the financial statements of any person pursuant to the Accounting Principles

"Subsidiary Shares" means all shares owned by the Company in its Subsidiaries including those listed in schedule 3 to the Deed of Accession, as set out in schedule 3 hereto

Addendum 3/4

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

Name of company

\*insert full name  
of Company

\* TUNBRIDGE WELLS INDEPENDENT HOSPITAL LIMITED (the "Company")

Addendum 4/4

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

(i) all freehold and leasehold property (including the property specified in part 1 of schedule 2 to the Deed of Accession, as set out in part 1 of schedule 2 hereto) together with all buildings and fixtures (including trade fixtures) on that property,

(b) by way of first fixed charge

(i) all the Subsidiary Shares (including those listed in schedule 3 to the Deed of Accession, as set out in schedule 3 hereto) and Investments and all corresponding Distribution Rights,

(ii) all other interests (not charged under clause 2.3(a) of the Deed of Accession, as set out in clause 2 1(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;

(iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,

(iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,

(v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims,

(vi) all monies standing to the credit of any and all its accounts (including the Collection Accounts listed in schedule 4 to the Deed of Accession, the Cash Collateral Accounts and the Nominated Accounts if any) with any bank, financial institution or other person,

(vii) all its Intellectual Property,

(viii) all rights and interest in the Hedging Agreements,

(ix) the benefit of all consents and agreements held by it in connection with the use of any of its assets,

(x) its goodwill and uncalled capital,

(xi) if not effectively assigned by clause 2 5 (Security Assignment) of the Deed of Accession, as set out in clause 2 3 below, all its rights and interests in (and claims under) the Assigned Agreements

2 2 Floating Charge

As further continuing security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its assets as at 22 October 2008 and in future not effectively charged by way of first fixed charge under clause 2 3 (Fixed Charges) of the Deed of Accession, as set out in clause 2 1 above, or, subject to a proviso for reassignment on redemption, assigned under clause 2 5 (Security Assignment) of the Deed of Accession, as set out in clause 2 3 below, including heritable property and all other assets in Scotland

Name of company

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**2 3 Security Assignment**

(a) As further continuing security for the payment of the Indebtedness, the Company has assigned, subject to a proviso for reassignment on redemption, absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements (including those listed in schedule 5 to the Deed of Accession), provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign the relevant rights, title and interest in the Assigned Agreements to the Company (or as it shall direct)

(b) Until the occurrence of a Declared Default, but subject to clause 8 8 (Assigned Agreements) of the Debenture, the Company may continue to deal with the counterparties to the relevant Assigned Agreements

**2 4 Conversion of Floating Charge**

If

(a) a Declared Default has occurred; or

(b) the Security Agent is of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

the Security Agent may, by notice to the Company, convert the floating charge created under the Deed of Accession into a fixed charge as regards those assets which it specifies in the notice. The Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires

**2 5 Automatic Conversion of Floating Charge**

If the Company creates (or purports to create) any Security (except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Deed of Accession will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset

**3 FURTHER ASSURANCE****3 1 General**

(a) The Company shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))

(i) to perfect the Security created or intended to be created under or evidenced by the Deed of Accession or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to the Deed of Accession or by law,

(ii) to confer on the Security Agent or on the Secured Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Deed of Accession, and/or

(iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Deed of Accession

Name of company

\*insert full name  
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(b) The Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Deed of Accession

#### 4 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Company may not

(a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property,

(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or

(c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent

#### SCHEDULES

##### SCHEDULE 1

##### Charging Companies

Name	Jurisdiction	Registered Number
Spire Healthcare (Holdings) Limited	England & Wales	4313887
Spire Redwood Hospital Limited	England & Wales	3014160
SHC Holdings Limited	England & Wales	4313890
Spire Healthcare Limited	England & Wales	1522532
SHC Medical Supplies Limited	England & Wales	1631737
Spire Healthcare Medical Supplies Limited	England & Wales	2366655
Spire Healthcare Properties Limited	England & Wales	1829406
Spire Washington Hospital Limited	England & Wales	1879848
Tunbridge Wells Independent Hospital Limited	England & Wales	2345011

##### SCHEDULE 2

##### Details of Properties

None as at 22 October 2008

##### SCHEDULE 3

##### Subsidiary Shares

None as at 22 October 2008





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

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

**COMPANY NO. 2345011  
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY ACCESSION DEED  
DATED 22 OCTOBER 2008 AND CREATED BY TUNBRIDGE  
WELLS INDEPENDENT HOSPITAL LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGING  
COMPANY TO ANY SECURED PARTY 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 29 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 OCTOBER  
2008

PO  
NM



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES