

100324/65

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form
scanned and placed on the public record Do not send the original



L4ENYPJM

LD3

27/08/2015

#99

COMPANIES HOUSE

THURSDAY

1 Company details

Company number 0 2 9 8 9 7 2 5

Company name in full Craegmoor Hospitals Limited

35 For official use

→ Filling in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 1 9 0 8 2 0 1 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Deutsche Bank AG, London Branch

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4	Brief description Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument Brief description The enclosed security document (a supplemental charge) includes a fixed charge over property and land, specifically, a property called Olcote House, located on Church Road, Tonteg, Pontypnidd, Mid Glamorgan, CF38 1HE and registered at HM Land Registry with title number WA752803 ✓	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> Yes	
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ^① You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/>	^① This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here Signature X <i>Latham + Watkins</i> X This form must be signed by a person with an interest in the charge	

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name David Hallett

Company name Latham & Watkins

Address 99 Bishopsgate

Post town

County/Region London

Postcode E C 2 M 3 X F

Country England

DX

Telephone 0207 710 4538



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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 or email 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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 2989725

Charge code: 0298 9725 0035

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th August 2015 and created by CRAEGMOOR HOSPITALS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th August 2015.

9

Given at Companies House, Cardiff on 2nd September 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument, delivered as part of this application for registration under section 859A of the Companies Act 2006, is a correct copy of the original security instrument

Signature *San Kwa*

SHEARMAN & STERLING LLP

Date *26/08/2015*

Dated 19 August 2015

(1) CRAEGMOOR HOSPITALS LIMITED

as the Charging Company

- and -

(2) DEUTSCHE BANK AG, LONDON BRANCH

as the Security Agent

SUPPLEMENTAL CHARGE

Supplemental charge to a Debenture

dated 14 April 2011

relating to the Property listed in the Schedule

Note: The application of recoveries under this supplemental charge is regulated by the terms of the Intercreditor Agreement dated 3 February 2011 (as amended or amended and restated from time to time).

ABU DHABI | BEIJING | BRUSSELS | DÜSSELDORF | FRANKFURT | HONG KONG | LONDON | MENLO PARK | MUNICH
NEW YORK | PARIS | ROME | SAN FRANCISCO | SÃO PAULO | SHANGHAI | SINGAPORE | TOKYO | TORONTO | WASHINGTON DC

THIS SUPPLEMENTAL CHARGE dated 19 August 2015 is made as a deed

BETWEEN

- 1 **CRAEGMOOR HOSPITALS LIMITED** (a company incorporated in England and Wales with registered number 2989725) (the "**Charging Company**"), and
- 2 **DEUTSCHE BANK AG, LONDON BRANCH** as security trustee for itself and the other Secured Parties (the "**Security Agent**")

RECITALS

- (A) This Supplemental Charge is supplemental to a debenture dated 14 April 2011 between, amongst others, the Charging Company and the Security Agent (the "**Debenture**")
- (B) Since the date of the Debenture, the Charging Company has acquired the Property (as defined below)
- (C) The Charging Company therefore enters into this Supplemental Charge pursuant to Clause 7 4(a) (*Land Registry*) of the Debenture in order to effect and register at the Land Registry the charge by way of legal mortgage over the Property in favour of the Security Agent

NOW THIS DEED WITNESSES as follows

1 INTERPRETATION

1 1 Definitions

Unless otherwise defined herein, terms defined in the Debenture shall have the same meaning when used in this Supplemental Charge

In this Supplemental Charge

"**Property**" means the Property specified in Schedule 1 to this Supplemental Charge and shall include:

- (a) the proceeds of sale of all or any part of such Property,
- (b) all rights, benefits, privileges, warranties, covenants, undertakings, easements, servitudes, appurtenances and licences relating to such Property,
- (c) all money received by or payable to the Charging Company in respect of such Property, and
- (d) all buildings, fixtures and fittings from time to time on such Property

1 2 Construction

Clauses 1 2 (*Construction*) to 1 5 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this Supplemental Charge, but as if references in those clauses to the Debenture were references to this Supplemental Charge

1 3 Intercreditor Agreement

This Supplemental Charge is subject to and has the benefit of the Intercreditor Agreement

2 CHARGING PROVISIONS

The Charging Company, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent (to the extent competent under applicable law) with full title guarantee the following assets, both present and future from time to time owned by it or in which it has an interest

- (a) by way of first legal mortgage, the Property, and
- (b) by way of floating charge, the Property to the extent not effectively mortgaged by way of legal mortgage under Clause 2(a) above,

pursuant to Clause 3 1(a) (*Specific Security*) and Clause 3 2 (*Floating Charge*) respectively of the Debenture as supplemented by this Supplemental Charge

3 FURTHER ASSURANCES

- 3 1 In relation to real property which is registered at the Land Registry or which is subject to a first registration application at the Land Registry and which is charged by way of legal mortgage under the Debenture (as supplemented by this Supplemental Charge) situated in England and Wales, the Charging Company hereby covenants to a restriction being entered on the Register of Title of the Property under the Land Registration Act 2002 and agrees to apply for such a restriction in the following terms

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Supplemental Charge dated [] in favour of Deutsche Bank AG, London Branch referred to in the Charges Register or its conveyancer"

- 3 2 Subject to the terms of the Secured Debt Documents, the Finance Parties are under an obligation to make further advances to Chargors (which obligation is deemed to be incorporated into this Supplemental Charge) and this security has been made for securing those further advances. The Charging Company shall apply to the Land Registry on the prescribed Land Registry form for a notice to be entered on the Register of Title in relation to the Property and charged by it by way of legal mortgage under this Supplemental Charge that there is an obligation to make further advances on the security of the registered charge
- 3 3 If the Charging Company fails to make the applications set out in Clauses 3 1 or 3 2, the Charging Company irrevocably consents to the Security Agent making such application on its behalf and shall promptly provide the Security Agent with all information and properly incurred fees which the Security Agent may reasonably request in connection with such application
- 3 4 In respect of any of the Property mortgaged or charged under this Supplemental Charge title to which is registered at the Land Registry, it is certified that the security created by this Supplemental Charge does not contravene any of the provisions of the articles of association of the Charging Company

4 UNDERTAKING

The Charging Company shall, promptly after execution of this Supplemental Charge, notify any other party with an interest in the Property of the Security created by the Debenture (as supplemented by this Supplemental Charge) if required to do so under the terms of any agreement between the Charging Company and such other party

5 INCORPORATION OF PROVISIONS

The provisions of the Debenture shall apply to and be deemed to be incorporated in this Supplemental Charge as if set out herein in full, *mutatis mutandis*, except that references to

- (a) "this Debenture" shall be construed as references to this Supplemental Charge, and
- (b) "real property", "freehold property", "leasehold property" and "Property" shall be construed to include the Property

6 SECURITY DOCUMENT

- 6 1 The parties hereto agree that on and with effect from the date of this Supplemental Charge the Debenture shall be supplemented and amended by this Supplemental Charge so that it shall incorporate the amendments set out therein
- 6 2 Save as supplemented by this Supplemental Charge, the provisions of the Debenture shall continue in full force and effect

7 COUNTERPARTS

This Supplemental Charge 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 Supplemental Charge

8 GOVERNING LAW AND JURISDICTION

- 8 1 This Supplemental Charge and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law
- 8 2 Subject to Clause 8 3 below, the parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Charge, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Supplemental Charge (a "Dispute")) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary
- 8 3 The parties agree that, for the benefit of the Secured Parties only, nothing in this Supplemental Charge shall limit the right of the Secured Parties to bring any legal action against the Charging Company in any other court of competent jurisdiction

9 SECURED DEBT DOCUMENT

This Supplemental Charge constitutes a Secured Debt Document for the purposes of the Intercreditor Agreement

IN WITNESS whereof this Supplemental Charge has been duly executed as a deed but is not delivered until the date first above written

SCHEDULE 1

Property

Registered Land

Olcote House
Church Road
Tonteg
Pontypridd
Mid Glamorgan
CF38 1HE

WA752803

SIGNATORIES TO SUPPLEMENTAL CHARGE

EXECUTED AS A DEED by
CRAEGMOOR HOSPITALS
LIMITED
acting by a director in the presence of

) REDACTED
)
)
)
)

Witness's signature

REDACTED

Name (print)

LAURA NEUBAUER
SOLICITOR

Occupation

Address

REDACTED

THE SECURITY AGENT

Issued as a Deal by
DEUTSCHE BANK AG, LONDON
BRANCH
acting by

Name
as Authorised Signatory

Name
as Authorised Signatory

Notice Details

Address:

Fax:

Attention:

E-mail:

REDACTED

Robert Bebb
Vice President

REDACTED

Susan Rose
Vice President

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB

REDACTED

Fixed and Securities Service - Europe Team

REDACTED