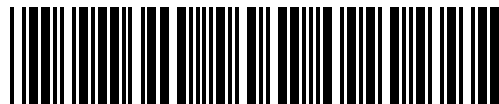




Registration of a Charge

Company Name: **PRIVATE HEALTHCARE (HOLDINGS) UK LIMITED**

Company Number: **04331447**



Received for filing in Electronic Format on the: **27/01/2022**

XAWL0DIB

Details of Charge

Date of creation: **21/01/2022**

Charge code: **0433 1447 0001**

Persons entitled: **LW STA 2 LIMITED**

Brief description:

Contains fixed charge(s).

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: **HOWARD KENNEDY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4331447

Charge code: 0433 1447 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st January 2022 and created by PRIVATE HEALTHCARE (HOLDINGS) UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th January 2022 .

Given at Companies House, Cardiff on 28th January 2022

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**

HOWARD KENNEDY

DATED 21st January 2022

PRIVATE HEALTHCARE (HOLDINGS) UK LIMITED

- and -

LW STA 2 LIMITED

(as Security Agent)

SHARE CHARGE

- relating to -

HEALTHCARE PORTFOLIO LTD



THIS AGREEMENT is made the 21st day of January 2022

BETWEEN:

- (1) **PRIVATE HEALTHCARE (HOLDINGS) UK LIMITED** a company incorporated in England and Wales with registered number 04331447 having its registered office at 33 Wolverhampton Road, Cannock, Staffordshire, WS11 1AP (the "Chargor"); and
- (2) **LW STA 2 LIMITED** a company incorporated in England and Wales with registered number 12854852 having its registered office at Interpark House, 7 Down Street, London, W1J 7AJ as security trustee for the Finance Parties (the "Security Agent").

WITNESSES as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Charge, unless the context precludes:

"Company" means Healthcare Portfolio Ltd a company incorporated in England and Wales with registered number 11794527 having its registered office at 33 Wolverhampton Road, Cannock, Staffordshire, WS1 1AP;

"Charged Assets" means all or any part of the property charged to the Security Agent under Clause 2;

"Facility Agreement" means the facility agreement dated on or around the date of this Charge between, amongst others, the Company and the Finance Parties as the same may be amended, supplemented, novated and/or restated from time to time

"Shares" means the 2 ordinary shares of £1 each in the Company and all further shares in the Company from time to time issued to or acquired by the Chargor or in which the Chargor may have any interest whatsoever;

"Secured Liabilities" means all monies, obligations and liabilities (actual or contingent, present or future) from time to time due, owing or incurred by the Company to the Finance Parties whether as principal or surety and on any account whatsoever;

"Security Interest" means any mortgage, charge, hypothecation, pledge, lien, assignment, title retention, preferential right, trust arrangement or other arrangement or agreement the effect of which is the creation of security;

1.2 capitalised terms defined in the Facility Agreement have, unless expressly defined in this Charge the same meaning in this Charge.

1.3 The Clause headings are for convenience only and have no legal effect.

1.4 Unless otherwise stated, references to Clauses and Schedules are to Clauses of, and the Schedules to, this Charge.

1.5 References to any legislation shall include any amendment, re-enactment or extension of that legislation.

- 1.6 Unless the context precludes, words importing the singular number only shall include the plural and vice versa; words importing persons shall include corporations, partnerships and associations; and references to the whole include the part and vice versa.
- 1.7 If any provision hereof is or becomes invalid, illegal or unenforceable in any respect the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 1.8 Any right, power or remedy which may be exercised or any request or determination which may be made hereunder by the Finance Parties may be exercised or made in the absolute discretion of the Finance Parties.
- 1.9 This Charge shall bind the Chargor and its successors and assigns, and shall inure to the benefit of the Finance Parties and their successors and assigns.
- 1.10 This Charge shall be enforceable notwithstanding any change in the constitution of any Finance Party or its absorption in or amalgamation with or the acquisition of all or part of its undertaking by any other person.
- 1.11 The Security Agent shall the benefit of this Charge on trust for the Lenders.
- 1.12 The provisions of clauses 21 (Changes to the Lenders) and 22 (Role of the Agent and Security Trustee) of the Facility Agreement shall apply additionally to this Charge as if set out in full in this Charge.

2. CHARGE AND ASSIGNMENT

- 2.1 As a continuing security for the payment and discharge of the Secured Liabilities the Chargor with full title guarantee hereby charges to the Security Agent all his rights, title and interest, present and future, in and to:-
- 2.1.1 the Shares;
- 2.1.2 all dividends, interest or other distributions hereafter paid or payable or made in respect of the Shares and all allotments, accretions, offers, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of, or incidental to, the Shares; and
- 2.1.3 all stocks, shares, rights, money or property accruing thereto or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise in respect of the Shares;
- 2.2 Upon payment and discharge in full to the Security Agent's satisfaction of the Secured Liabilities the Security Agent shall, at the request of the Chargor and cost, re-deliver to the Chargor all share certificates and any blank instruments of transfer held by the Security Agent pursuant hereto and will waive and/or re-assign any rights pursuant to Clause 2.1 hereof to the Chargor.

3. CHARGOR'S COVENANTS

The Chargor shall immediately:-

- 3.1 deposit and keep deposited with the Security Agent:
 - 3.1.1 all certificates and other documents of title relating to the Shares; and
 - 3.1.2 blank transfers of the Shares and such other documents as the Security Agent may from time to time require for perfecting its title to the Shares (duly executed by or on behalf of the Chargor) or for vesting or enabling the Security Agent to vest the same in itself, its nominee or in any purchaser, to the intent that the Security Agent may at any time without notice present them for registration;
- 3.2 immediately upon the issue to the Chargor of any further shares cause the share certificates in respect thereof to be delivered to the Security Agent together with undated instruments of transfer thereof in blank;
- 3.3 duly and promptly pay all calls, instalments or other payments which may be made or become due in respect of the Shares as and when the same become due, failing which the Finance Parties may (but shall not be obliged to) pay the same;
- 3.4 not (without the Security Agent's prior written consent) permit any person other than the Chargor, a trustee appointed by the Chargor, the Security Agent or the Security Agent's nominee to be registered as holder of the Shares;
- 3.5 not grant or agree to grant any option over any Shares or any right to convert any obligation into Shares;
- 3.6 promptly following receipt thereof by the Chargor, deliver to the Security Agent copies of all notices of meeting, reports, accounts, circulars or other communications to shareholders in the Company;
- 3.7 not take any security whatsoever from the Company in relation to the Secured Liabilities;
- 3.8 not, without the Security Agent's prior written consent, consent to, vote for, nor permit any increase of the Company's authorised share capital or any other alteration of the Company's share capital or any alteration of any rights attaching thereto or any issue of any further shares in the Company;
- 3.9 not create, permit or suffer to exist any Security Interest whatsoever over the Charged Assets, except in favour of the Security Agent;
- 3.10 not assign, sell, transfer or otherwise dispose of the Charged Assets or any interest therein or attempt or agree so to do;
- 3.11 not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or the priority of the Finance Parties' security constituted by this Charge;

- 3.12 on demand give to the Security Agent or its nominee such information as it shall reasonably require relating to the Company and the Charged Assets; and
- 3.13 provide the Security Agent with any document within the Chargor's possession, custody or control or provide or assist the Finance Parties in obtaining any document or information relating to the Charged Assets which any Finance Party may require.

4. REGISTRATION, VOTING POWER, DIVIDENDS ETC.

- 4.1 The Chargor will, if so requested by the Security Agent, transfer the Shares to such nominees or agents wheresoever situate as the Finance Parties may select.
- 4.2 The Shares shall be held at the expense, risk and responsibility of the Chargor and no Finance Party shall be liable for any negligence or default by its nominees, correspondents or agents.
- 4.3 Until the security hereby created shall have become enforceable the Finance Parties will:-
 - 4.3.1 hold all dividends paid and received by it in respect of the Shares for the account of the Chargor;
 - 4.3.2 (if it shall then be the registered holder of the Shares) exercise all voting and other rights and powers attached to the Shares as the Chargor may from time to time in writing reasonably direct.
- 4.4 Subject to Clause 4.3, the Security Agent and its nominee may, at the discretion of the Finance Parties, exercise in the name of the Chargor or otherwise at any time (whether before or after this security shall have become enforceable and without any further consent or authority on the part of the Chargor) in respect of the Shares any voting rights and all powers given to trustees under the Trustee Act 2000 in respect of securities or property subject to a trust and any powers or rights which may be exercisable by the person in whose name the Shares are registered or by the bearer thereof.

5 MAINTENANCE OF SECURITY

The Chargor shall do or permit to be done any act or thing which any Finance Party may from time to time require for the purpose of enforcing the rights of the Finance Parties under this Deed and will allow the Chargor's name to be used as and when required by the Finance Parties for that purpose.

6. SECURITY PROVISIONS

- 6.1 This Charge shall be:-
 - 6.1.1 a continuing security and shall not be satisfied by, any intermediate payment or satisfaction of any part of the Secured Liabilities or by any settlement of account or other matter whatsoever (whether between the Chargor and the Finance Parties or any other person); and

- 6.1.2 in addition to, and not merge in, prejudice or affect any other security (whether given by the Chargor or any other person) now or hereafter held by any Finance Party in respect of the Secured Liabilities and shall not be prejudiced or affected thereby or by the invalidity thereof, or by any Finance Party exchanging, releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or by any Finance Party giving time or indulgence to, or compounding with, any person liable.
- 6.2 No failure or delay by any Finance Party in exercising any right, power or remedy shall operate as a waiver thereof; nor shall any single or partial exercise or waiver of any right, power or remedy preclude its further exercise or the exercise of any other right, power or remedy; nor shall any required consent given by the Finance Parties preclude any Finance Party from revoking such consent or giving or withholding any other or subsequently required consent.
- 6.3 All the rights, powers and remedies conferred on the Finance Parties hereunder shall be cumulative and in addition to, and not a limitation of, every other right, power or remedy conferred on the Finance Parties by this Charge or by law; and each right, power or remedy may be exercised from time to time and as often and in such order as the Security Agent may determine and without prior recourse to any other security or person.
- 6.4 Section 93 of the Law of Property Act 1925 shall not apply to the security constituted hereby.
- 6.5 If any Finance Party receives notice of any subsequent Security Interest affecting the charged Assets, the Finance Parties may open a new account for the Chargor. If the Finance Parties do not open a new account then, unless the Finance Parties give express written notice to the contrary, it shall be deemed to have done so at the time when it received such notice and as from that time all payments made by, or on behalf of, the Chargor to the Finance Parties shall be credited, or be treated as having been credited, to the new account and shall not operate to reduce the amount due from the Chargor to the Finance Parties at the time when the Finance Parties received such notice.
- 6.6 The Chargor hereby agrees that the Finance Parties may at any time without notice (both before and after demand) notwithstanding any settlement of account or other matter whatsoever combine or consolidate all or any accounts in the Chargor's name or to which the Chargor is beneficially entitled (including accounts in the name of any Finance Party or of the Chargor jointly with others, whether in partnership or otherwise) whether current, deposit, loan or of any other nature whatsoever and whether subject to notice or not and whether in Sterling or in any other currency and set-off or transfer any sum standing to the credit of any one or more such accounts wheresoever situate in or towards satisfaction of the Secured Liabilities (whether or not the same may then be due and payable). Where such combination, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the Finance Parties then prevailing spot rate of exchange for purchasing the currency for which the Chargor is liable with the existing currency.

7. THE POWERS OF THE FINANCE PARTIES

7.1 Section 103 of the Law of Property Act 1925 shall not apply to the security constituted by this Charge which shall become immediately enforceable upon demand for payment or discharge of the Secured Liabilities (whether or not the Chargor shall have been accorded sufficient or any time in which to satisfy the same) and at any time thereafter the Finance Parties shall be entitled without further notice or demand to exercise the power of sale and other powers conferred by Section 101 of the Law of Property Act 1925 and all other rights, powers and remedies conferred on the Finance Parties, at law or otherwise, and such rights, powers and remedies are hereby extended and varied so as to enable the Security Agent in its absolute discretion to:-

- 7.1.1** sell or dispose of the Charged Assets at such times in such manner and generally on such terms and conditions as the Finance Parties may think fit (any such sale or disposition may be for cash, debentures or other obligations, shares, stock, securities or other valuable consideration and be payable immediately or by instalments spread over such period as the Finance Parties shall think fit) and to complete any blank instruments of transfer held by the Security Agent in respect of the Shares in favour of the purchaser thereof and to deliver to the purchaser the relevant share certificates and completed instruments of transfer;
- 7.1.2** complete any blank instruments of transfer held by the Security Agent in respect of the Shares in favour of itself or its nominee or nominees and to procure the registration of any such transfers;
- 7.1.3** exercise (to the exclusion of the Chargor, who after the security hereby constituted shall have become enforceable shall not be entitled to exercise any rights attaching to the Charged Assets) all voting and other rights attaching to the Charged Assets on such terms and in such manner as the Finance Parties may in their absolute discretion think fit;
- 7.1.4** receive, collect, recover, sue for and, if necessary, use the name of the Chargor for the recovery of, all dividends or other distributions of profits, bonus shares and/or other moneys or property due or receivable in respect of the Charged Assets;
- 7.1.5** take, defend or discontinue any proceedings or submit to arbitration in respect of the Charged Assets in the name of the Chargor, or otherwise as may seem expedient to the Finance Parties;
- 7.1.6** do or omit to do anything which the Chargor could do in relation to the Charged Assets; and
- 7.1.7** execute any deed or other document whatsoever and do all such other acts and things as may be considered by any Finance Party to be incidental or conducive to any of the matters or powers aforesaid or to the realisation of the security held by the Security Agent on behalf of the Finance Parties and use the name of the Chargor for all the above purposes.

8. APPLICATION OF MONEYS

8.1 All moneys received by the Finance Parties or any nominee of the Finance Parties shall be applied in the following order:-

8.1.1 in or towards satisfaction of the Secured Liabilities in such order as the Finance Parties may determine (but the Finance Parties may credit the same to a suspense account for so long and in such manner as the Finance Parties may from time to time determine); and

8.1.2 any surplus shall be paid to the Chargor or other person entitled thereto.

8.2 Any dividends, interest or other payments in respect of the Charged Assets which may be received by the Finance Parties or their nominee may be applied by the Finance Parties as though they were proceeds of sale.

9. POWER OF ATTORNEY

9.1 The Chargor hereby irrevocably and by way of security appoints the Security Agent its attorney, with full power to appoint and revoke the appointment of any substitute, to do in that Chargor's name and otherwise on that Chargor's behalf all acts and sign, seal or otherwise execute and deliver all documents which that Chargor could itself do in relation to the Charged Assets or in connection with any of the matters provided for in this Charge, including but not limited to the execution of any transfers or other documents required to perfect the Security Agent's title to the Charged Assets or for vesting the Charged Assets in any nominee or purchaser.

9.2 The Chargor hereby ratifies and agrees to ratify all that such attorney may lawfully do or cause to be done by virtue of the power of attorney hereby conferred.

10. PROTECTION OF THE FINANCE PARTIES

10.1 No Finance Party shall be obliged to make any enquiry as to the nature or sufficiency of any payment received by it under this Charge or to make any claim or take any action to collect any moneys hereby assigned and/or charged or to enforce any rights or benefits hereby assigned and/or charged or to which the Finance Parties may at any time be entitled under this Charge. The Chargor hereby agrees with the Finance Parties for the benefit of the Finance Parties and with the Security Agent as agent for any nominee of the Finance Parties that (so far as permitted by law) neither the Finance Parties nor any nominee of the Finance Parties shall be liable, and no action may be brought against any Finance Party or any nominee of any Finance Party, for (i) any loss on realisation or for any default in collecting any dividend or interest; paying any call, instalment or interest or in presenting any interest coupon or any bond or stock drawn for repayment (ii) failure to accept any offer or to notify the Chargor of any such matter or (iii) any loss or damage arising (whether through negligence or otherwise howsoever) in connection with the exercise, or purported exercise, or failure to exercise, any of the Finance Parties' rights, powers, remedies and discretions hereunder; neither shall any Finance Party or any nominee of any Finance Party be liable to account as mortgagee in possession, or for anything, except actual receipts.

- 10.2 The Chargor shall remain liable to perform all the obligations assumed by the Chargor in relation to the Charged Assets, and the Finance Parties shall not in any circumstances incur any liability whatsoever if the Chargor fails to perform any of such obligations (whether in respect of any calls, instalments or otherwise howsoever in connection with the Charged Assets); and the Chargor hereby indemnifies and agrees to keep indemnified the Finance Parties on a full indemnity basis from and against all actions, claims or demands of whatever nature now or at any time hereafter brought or made against the Finance Parties in connection with the Charged Assets.

11. PROTECTION OF THIRD PARTIES

- 11.1 No person dealing with the Finance Parties shall be bound to enquire, or be affected by any notice, as to:-

11.1.1 whether any right, power, remedy or discretion which the Security Agent on behalf of the Finance Parties has exercised or is purporting to exercise has become exercisable;

11.1.2 whether any of the Secured Liabilities remains outstanding;

11.1.3 the propriety or validity of the exercise or purported exercise of any such right, power, remedy or discretion; and

11.1.4 the application of any money paid to the Finance Parties.

- 11.2 All the protections to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any such person.

12. GENERAL INDEMNITY

- 12.1 The Chargor shall on demand indemnify and keep the Finance Parties fully indemnified from and against all actions, claims, demands, liabilities, costs, charges, and expenses arising out of, or in connection with the Charged Assets or this Charge (including but not limited to costs in relation to actions involving third parties), any act or omission by or on behalf of any Finance Party or its nominee hereunder, or in connection with the preservation, exercise or attempted preservation or exercise of any Finance Party's rights, powers, remedies or discretions hereunder.

- 12.2 If the Chargor fails to comply with any obligation hereunder the Security Agent may (without thereby prejudicing any of its rights hereunder) perform, or procure the performance of, such obligation and the Chargor shall pay to the Finance Parties on demand all costs, charges and expenses thereby incurred by the Security Agent.

- 12.3 All amounts payable under this Clause 12 may be debited to any account of the Chargor, shall bear interest accordingly, and at any applicable higher rate of interest chargeable in the event of any default, (after as well as before judgment) from the date they were incurred until date of payment and shall be added to the Secured Liabilities and be secured hereby.

13. FURTHER ASSURANCE

The Chargor shall at its own cost from time to time execute and deliver, in such form and containing such terms and conditions as any Finance Party may request, all deeds and documents and do all acts or things which any Finance Party or any Receiver may request:-

- 13.1 for protecting or improving the security intended to be created hereby; or
- 13.2 for facilitating the exercise or proposed exercise of any of any Finance Party's rights, powers or remedies hereunder.

14. NOTICES, DEMANDS

- 14.1 All notices, demands or other communications under or in connection herewith may be given by letter or facsimile or other comparable means of communication addressed to the person at the address specified at the beginning of this Charge (or such other address as may be specified in writing from one party to the other) or the last facsimile number advised to the Security Agent by the Chargor. Any such communication will be deemed to be given as follows:

- 14.1.1 if personally delivered at the time of delivery;
- 14.1.2 if by letter, at noon any day when banks are open for business in England following the such letter was posted; and
- 14.1.3 if by facsimile transmission or comparable means of communication during the business hours of the other party then on the day of transmission, otherwise the next following day when banks are open for business in England.

- 14.2 In proving such service it shall be sufficient to prove that personal delivery was made or that such letter was properly stamped first class, addressed and delivered to the postal authorities or in the case of facsimile transmission or other comparable means of communication, that a confirming hard copy was provided promptly after transmission.

15. GOVERNING LAW AND JURISDICTION

This Charge shall be governed by and construed in accordance with English law.

IN WITNESS whereof this Charge has been duly executed as a Deed the day and year first above written

The Chargor

EXECUTED and DELIVERED as)
a DEED by PRIVATE HEALTHCARE (HOLDINGS))
UK LIMITED acting by a director)
in the presence of:)



Signature of Witness



Director

Name: *CAROLINE RUTH CHAPMAN*
Address: *210 Dimes Way, Salisbury House, London W4H*
Occupation: *Solicitor*

SIGNED by LW STA 2 LIMITED

Authorised Signatory

The Chargor

EXECUTED and DELIVERED as)
a DEED by PRIVATE HEALTHCARE (HOLDINGS))
UK LIMITED acting by a director)
in the presence of:)

.....
Director

.....
Signature of Witness

Name:
Address:
Occupation:

SIGNED by LW STA 2 LIMITED

.....
Authorised Signatory