

MR01

Particulars of a charge

ashurst

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 MR02

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

This form **must be delivered to the Registrar for registration within 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 accompanied by 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



A19 21/12/2013 #37
COMPANIES HOUSE

1 Company details

Company number 0 5 3 8 9 6 0 7
Company name in full Classic Hospitals Property Limited ✓

For official use
09108.

→ **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 d1 d8 m1 m2 y2 y0 y1 y3 ✓

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 The Royal Bank of Scotland plc as security trustee ✓

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

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

- 1 Freehold land at Spire Dunedin Hospital, 13 Bath Road, Reading Title Number BK139015, ✓
- 2 Freehold land at Spire Dunedin Hospital, 16 Bath Road, Reading Title Number BK120985; ✓
- 3 Freehold land at Spire Dunedin Hospital, 18 Bath Road, Reading Title Number BK30897, ✓
- 4 Freehold land at Spire Dunedin Hospital, 20 Bath Road, Reading Title Number. BK162249, ✓
- 5 Freehold land at Spire Dunedin Hospital, 37 Downshire Square, Reading Title Number. BK75506, ✓
- 6 Freehold land at Spire Dunedin Hospital, 39 Downshire Square, Reading Title Number. BK393543, ✓

Continued on continuation page.

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

✓ ☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

✓ ☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

✓ ☒ Yes

7

Negative Pledge

✓ Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

MR01

Particulars of a charge

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

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

ASHURST LLP

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge

**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name ABUS/CPITH/R546 01548/32991367

Company name Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111

**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

MR01 - continuation page

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

7 Freehold land at Spire Elland Hospital, Elland Lane, Elland, West Yorkshire HX5 9EB. Title Numbers WYK316272 and WYK316242;

8 Freehold land at Spire Elland Hospital, Consulting Rooms, Cullingworth Street, Staincliffe WF13 4AN. Title Number WYK493097,

9 Freehold land at Spire Liverpool Hospital, 57 Greenbank Road, Liverpool L18 1HQ Title Number MS517485,

10 Spire Methley Park Hospital, Methley Lane, Methley, Leeds LS26 9HG Title Number WYK303836,

11 Freehold land at Spire Regency Hospital, West Street, Macclesfield, Cheshire, SK11 8DW Title Number CH315904,

12 Freehold land at Spire St Saviours Hospital, 73 Seabrook Road, Hythe, Kent CT21 5AW Title Number K403946;

13 Freehold land at Spire St Saviours Hospital, 73 Seabrook Road, Hythe, Kent CT21 5AW Title Number K499641,

14 Freehold land at Spire St Saviours Hospital, 73 Seabrook Road, Hythe, Kent CT21 5AW, Title Number K408228,

15 Freehold land at Spire Yale Hospital, Wrexham Technology Park, Croesnewydd Road, Wrexham LL13 7YP Title Number CYM551246,

16 Leasehold land at Bupa Yale Hospital, Wrexham Technology Park, Wrexham LL13 7YP. Title Number WA510296



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5389607

Charge code: 0538 9607 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th December 2013 and created by CLASSIC HOSPITALS PROPERTY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st December 2013.

DT

Given at Companies House, Cardiff on 31st December 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Certified as a true copy of the original instrument save for the material redacted pursuant to s 859G of the Companies Act 2006

ADHURST LLP
20/12/13

EXECUTION VERSION

Security Accession Deed

THIS SECURITY ACCESSION DEED is made on 18 December 2013

BETWEEN:

- (1) **CLASSIC HOSPITALS PROPERTY LIMITED** (a company incorporated in England and Wales with registered number 05389607 (the "**New Charging Company**");
- (2) **SPIRE UK FINANCE LIMITED** (a company incorporated in England and Wales with registered number 6342684 (the "**Parent**") for itself and as agent for and on behalf of each of the existing Charging Companies, and
- (3) **THE ROYAL BANK OF SCOTLAND PLC** as security trustee for itself and the other Secured Parties (the "**Security Agent**").

RECITAL:

This deed is supplemental to a 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) (the "**Debenture**").

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture have the same meaning when used in this deed

1.2 Construction

Clause 1.2 (Construction) and clause 1.3 (Other References) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed

2. ACCESSION OF NEW CHARGING COMPANY

2.1 Accession

The New Charging Company agrees to be a Charging Company for the purposes of the Debenture with immediate effect and agrees 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.

2.2 Covenant to pay

Subject to any limits on its liability specifically recorded in the Senior Finance Documents, the New Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Indebtedness when it falls due for payment

2.3 Fixed charges

The New Charging Company, as continuing security for the payment of the Indebtedness, charges in favour of the Security Agent 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:

- (i) all freehold and leasehold property (including the property specified in schedule 2) together with all buildings and fixtures (including trade fixtures) on that property,
- (b) by way of first fixed charge
 - (i) all the Subsidiary Shares and Investments (including those specified in schedule 3) and all corresponding Distribution Rights;
 - (ii) all other interests (not charged under clauses 2.3(a)) 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 Account, the Cash Collateral Accounts and the Nominated Accounts) 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, and
 - (xi) if not effectively assigned by clause 2.5 (Security Assignment), all its rights and interests in (and claims under) the Assigned Agreements.

2.4 Floating charge

As further continuing security for the payment of the Indebtedness, the New Charging Company charges 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, both present and future, not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) or, subject to a proviso for reassignment on redemption, assigned under clause 2.5 (Security Assignment).

2.5 Security Assignment

As further continuing security for the payment of the Indebtedness, the New Charging Company assigns, 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, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the New Charging Company re-assign the relevant rights, title and interest in the Assigned Agreements to the New Charging Company (or as it shall direct).

3. CONSTRUCTION OF DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed

4. CONSENT OF EXISTING CHARGING COMPANIES

The existing Charging Companies agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture

5. NOTICES

The New Charging Company confirms that its address details for notices in relation to clause 21.1 (Communications in Writing) of the Debenture are as follows:

Address: 3 Dorset Rise, London, EC4Y 8EN

Facsimile: +44 20 7427 9001

Attention: Daniel Toner

6. LAW

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed) shall be governed by, and construed in accordance with, English law.

IN WITNESS whereof this deed has been duly executed on the date first above written.

SCHEDULE 1**Details of Collection Account**

Account Bank	Sort Code	Account Number
-	-	-

SCHEDULE 2**Details of Freehold and Leasehold Property****Part 1 - Details of Freehold Property**

Name of Registered Proprietor	Property	Title Number
Classic Hospitals Property Limited	Spire Dunedin Hospital, 13 Bath Road, Reading	BK139015
Classic Hospitals Property Limited	Spire Dunedin Hospital, 16 Bath Road, Reading RG1 6NS	BK120985
Classic Hospitals Property Limited	Spire Dunedin Hospital, 18 Bath Road, Reading	BK30897
Classic Hospitals Property Limited	Spire Dunedin Hospital, 20 Bath Road, Reading	BK162249
Classic Hospitals Property Limited	Spire Dunedin Hospital, 37 Downshire Square, Reading	BK75506
Classic Hospitals Property Limited	Spire Dunedin Hospital, 39 Downshire Square, Reading	BK393543
Classic Hospitals Property Limited	Spire Elland Hospital, Elland Land, Elland, West Yorkshire HX5 9EB	WYK316272 and WYK316242
Classic Hospitals Property Limited	Spire Elland Hospital, Consulting Rooms, Cullingworth Street, Staincliffe WF13 4AN	WYK493097
Classic Hospitals Property Limited	Spire Liverpool Hospital, 57 Greenbank Road, Liverpool L18 1HQ	MS517485
Classic Hospitals Property Limited	Spire Methley Park Hospital, Methley Lane, Methley, Leeds LS26 9HG	WYK303836
Classic Hospitals Property Limited	Spire Regency Hospital, West Street, Macclesfield, Cheshire SK11 8DW	CH315904
Classic Hospitals Property Limited	Spire St.Saviours Hospital, 73 Seabrook Road, Hythe, Kent CT21 5AW	K403946
Classic Hospitals Property Limited	Spire St.Saviours Hospital, 73 Seabrook Road, Hythe, Kent CT21 5AW	K499641
Classic Hospitals Property	Spire St.Saviours Hospital, 73 Seabrook Road, Hythe, Kent	K408228

Limited	CT21 5AW	
Classic Hospitals Property Limited	Spire Yale Hospital, Wrexham Technology Park, Croesnewydd Road, Wrexham, LL13 7YP	CYM551246

Part 2 - Leasehold Property

Name of Registered Proprietor	Property	Description of Lease	Title Number
Classic Hospitals Property Limited	Bupa Yale Hospital, Wrexham Technology Park, Wrexham LL13 7YP	Lease dated 22 July 1987 for a term of 125 years from 22 July 1987 between Clwyd Country Council (1) Bioplan Developments Limited (2) and Bioplan Holdings plc (3)	WA510296

SCHEDULE 3**Details of Subsidiary Shares**

Subsidiary	Number and class of shares
Classic Hospitals Limited	Ordinary shares of £1 each - 28,648,943 and Preference shares of £1 each - 358,000

SCHEDULE 4

Details of Assigned Agreements and Insurances

None at the date of this deed.

The New Charging Company

Executed and delivered as a deed by)
CLASSIC HOSPITALS PROPERTY LIMITED)
 acting by a director and its)
 secretary or two directors)

..... Signature of director

DAN TONER Name of director

..... Signature of director/secretary witness

MICHAEL BLAM Name of director/secretary witness

The Parent

Executed and delivered as a deed by)
SPIRE UK FINANCE LIMITED)
 For itself and as agent for the existing)
 Charging Companies acting by a director)
 and its secretary or two directors)

..... Signature of director

DAN TONER Name of director

..... Signature of director/secretary witness

MICHAEL BLAM Name of director/secretary witness

The Security Agent

THE ROYAL BANK OF SCOTLAND PLC

By:

Acting by its authorised signatory

The New Charging Company

Executed and delivered as a deed by)
CLASSIC HOSPITALS PROPERTY LIMITED)
 acting by a director and its)
 secretary or two directors)

..... Signature of director

..... Name of director

..... Signature of director/secretary

..... Name of director/secretary--

The Parent

Executed and delivered as a deed by)
SPIRE UK FINANCE LIMITED)
 For itself and as agent for the existing)
 Charging Companies acting by a director)
 and its secretary or two directors)

..... Signature of director

..... Name of director

..... Signature of director/secretary

..... Name of director/secretary

The Security Agent

THE ROYAL BANK OF SCOTLAND PLC

By
 Acting by its authorised signatory