



Registration of a Charge

Company name: **GHG 4 (PRINCESS MARGARET HOSPITAL) LIMITED**

Company number: **05783450**



X7KY11G3

Received for Electronic Filing: **17/12/2018**

Details of Charge

Date of creation: **13/12/2018**

Charge code: **0578 3450 0013**

Persons entitled: **LINK ASSET SERVICES (LONDON) LIMITED AS SECURITY TRUSTEE FOR EACH OF THE SECURED PARTIES AS DEFINED IN THE ACCOMPANYING COPY INSTRUMENT**

Brief description: **THE PROPERTY SPECIFIED IN THE SCHEDULE OF THE ACCOMPANYING COPY INSTRUMENT BEING PRINCESS MARGARET HOSPITAL, 38-42 OSBORNE ROAD, WINDSOR SL4 3SJ (TITLE NUMBERS: BK273571, BK62658, BK32341, BK215289, BK60048, BK359112, BK125952) FOR FURTHER DETAILS, PLEASE REFER TO ACCOMPANYING COPY INSTRUMENT.**

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:

CHARLIE HOW, PAUL HASTINGS (EUROPE) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5783450

Charge code: 0578 3450 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th December 2018 and created by GHG 4 (PRINCESS MARGARET HOSPITAL) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th December 2018 .

Given at Companies House, Cardiff on 18th December 2018

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**

13 DECEMBER 2018

**GHG 4 (PRINCESS MARGARET HOSPITAL) LIMITED
AS CHARGOR**

in favour of

**LINK ASSET SERVICES (LONDON) LIMITED
AS THE SECURITY TRUSTEE**

**LEGAL CHARGE
RELATING TO THE PROPERTY SPECIFIED IN THE
SCHEDULE**

**PAUL
HASTINGS**

Paul Hastings (Europe) LLP
Ten Bishops Square
Eighth Floor
London E1 6EG
Telephone: +44 20 3023 5100
Fax: +44 20 3023 5109

THIS LEGAL CHARGE is made by way of deed on 13 December 2018 by:

1. **GHG 4 (PRINCESS MARGARET HOSPITAL) LIMITED** registered in England and Wales with registered number 05783450 (the “**Chargor**”) in favour of:
2. **LINK ASSET SERVICES (LONDON) LIMITED** (formerly known as Capita Asset Services (London) Limited) as security trustee for each of the Secured Parties (the “**Security Trustee**”).

BACKGROUND

- (A) This deed is supplemental to a debenture dated the date hereof between *inter alios* the Chargor and the Security Trustee (the “**Debenture**”).
- (B) The Chargor owns the Mortgaged Property (as defined below).

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

The provisions of clauses 1 (*Definitions And Interpretation*), 3 (*Creation of Security*), 7.1 (*Restriction on Dealings*), 7.3 (*Notices of Assignment: Leases and Insurance Policies*), 7.7 (*Deposit of Title Deeds*), 7.10 (*Investigation of Title*), 7.12 (*Power to Remedy*), 8 (*Further Assurance*), 12 (*Enforcement of Security*) to 23 (*Release of Security*) and 25 (*Counterparts*) of the Debenture shall apply to this Legal Charge as if set out in full in this deed as if references in those clauses to the Debenture were references to this Legal Charge and as if all references in those clauses to Charged Assets were references to the assets of the Chargor from time to time charged in favour of, or assigned (whether at law or in equity) to the Security Trustee by or pursuant to this Legal Charge.

2. COVENANT TO PAY

The Chargor covenants with the Security Trustee to pay, discharge and satisfy the Secured Obligations (as defined in the Debenture) in accordance with their respective terms and to indemnify the Secured Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Obligations in accordance with their respective terms.

3. LEGAL CHARGE

Subject to clause 4.4 (*Existing Security*) of the Debenture, the Chargor charges with full title guarantee in favour of the Security Trustee (as trustee for the Secured Parties), with the payment and discharge of the Secured Obligations, by way of first legal mortgage, the freehold and leasehold property specified in the Schedule (*Mortgaged Property*) (the “**Mortgaged Property**”).

4. IMPLIED COVENANTS FOR TITLE

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 3 (*Legal Charge*).

- (b) It shall be implied in respect of Clause 3 (*Legal Charge*) that, other than any charges and encumbrances created pursuant to the Existing Security, the Chargor is charging the Mortgaged Property free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment) save for all and any matters recorded in the register at the Land Registry and/or Companies House.

5. APPLICATION TO THE LAND REGISTRY

The Chargor hereby consents to an application being made to the Land Registry to enter a restriction on the Register of Title of all registered land at any time forming part of the Real Property situated in England and Wales as follows:

“No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated _____ in favour of Link Asset Services (London) Limited (formerly known as Capita Asset Services (London) Limited) referred to in the charges register.”

6. FINANCE DOCUMENT DESIGNATION

This Legal Charge has been designated as a Propco Finance Document under the Amended and Restated Propco Facility Agreement and as a STL Finance Document under the Amended and Restated Swap Term Loan Facility Agreement.

7. GOVERNING LAW

This Legal Charge and any non-contractual obligations arising out of or in connection with it is governed and construed in accordance with English law.

THIS LEGAL CHARGE has been executed and delivered as a deed by each party hereto on the date specified above.

SCHEDULE TO LEGAL CHARGE

MORTGAGED PROPERTY

Company Name and Registered Number	Description of Property	Title Number
GHG 4 (Princess Margaret Hospital) Limited (05783450)	Princess Margaret Hospital 38-42 Osborne Road Windsor SL4 3SJ	BK273571 BK62658 BK32341 BK215289 BK60048 BK359112 BK125952

SIGNATURE PAGES TO LEGAL CHARGE

Chargor:

SIGNED as a DEED on behalf of GHG 4
(PRINCESS MARGARET HOSPITAL)
LIMITED, acting by a director, in the
presence of:

}

.....
Director

Witness:

Signature:

Name: *Isabel Vicher*

Address:

Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD

Notice Details:

Address: GHG 4 (Princess Margaret Hospital) Limited
Springfield Lodge Colchester Road
Springfield, Chelmsford, Essex
England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to the GHG 4 (Princess Margaret Hospital) Limited Legal Charge]

Security Trustee:

SIGNED as a **DEED** on behalf of **LINK
ASSET SERVICES (LONDON)
LIMITED**, acting by a director, in the
presence of:



Director

Witness:

Signature:

Name: F. HRYTER

Address: 65 Gresham St London EC2V 7NQ

Notice Details:

Address: 6th Floor 65 Gresham Street,
London, United Kingdom,
EC2V 7NQ

Email Address: Stefan.Luthringshauser@linkgroup.de

Fax Numbers: +49 (0) 69 1302 3100

Contact Name: Stefan Luthringshauser

[Signature Page to the GHG 4 (Princess Margaret Hospital) Limited Legal Charge]