

008149/159 008144 - 159

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

MR01**Particulars of a charge**

Laserform

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 for**
You may not use this form to
register a charge created or evidenced by
an instrument. Use form MR02



ase
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 the form is delivered outside of the 21 days it will be rejected unless it is
delivered with a court order extending the time for delivery

LD2 16/10/2015 #36
COMPANIES HOUSE
LD4 06/10/2015 #46
COMPANIES HOUSE

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

1 Company details

Company number 0 6 1 8 2 0 6 1 ✓

Company name in full ✓ SIR FITZWILLIAM LIMITED

For official use
0002
→ **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 d 0 2 m 1 0 y 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 ✓ CBRE LOAN SERVICING LIMITED ✓

Name

Name

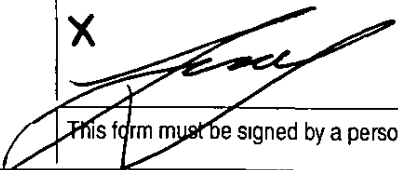
Name

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 property known as Ramsay Fitzwilliam Hospital Milton Way, Bretton, Peterborough PE3 9AQ and registered at the Land Registry under title number CB40149, CB50569	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 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  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

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone



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

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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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6182061

Charge code: 0618 2061 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd October 2015 and created by SIR FITZWILLIAM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th October 2015.

(P)

Given at Companies House, Cardiff on 22nd October 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

Dated 2 October 2015

Certified true copy of the original

Paul Hastings (Europe) LLP

Paul Hastings (Europe) LLP

Date: 15/10/2015

THE COMPANIES LISTED HEREIN
as "Chargors"

and

CBRE LOAN SERVICING LIMITED
as "Security Agent"

SECURITY DEED

PAUL

HASTINGS

Paul Hastings (Europe) LLP
Ten Bishops Square
London E1 6EG

Ref 90933-00011

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THIS DEED is dated 2 October 2015 between

- (1) **THE COMPANIES LISTED IN SCHEDULE 1 PART A (CHARGOR) HERETO** (the "Chargors"), and
- (2) **CBRE LOAN SERVICING LIMITED** (the "Security Agent"), as trustee for the Finance Parties (as defined in the Facility Agreement defined below)

BACKGROUND:

- (A) The Chargors enter into this Deed in connection with the Facility Agreement (as defined below)
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows

1 INTERPRETATION

1.1 Definitions

In this Deed

"**Act**" means the Law of Property Act 1925

"**Companies**" means the entities listed in Schedule 1 – Part B (*Companies*) to this Deed

"**Facility Agreement**" means the £315,600,000 Facility Agreement dated 2015 between (1) SIR Healthcare 2 Limited as Borrower, (2) the subsidiaries of the Borrower listed therein as guarantors, (3) AIG Asset Management (Europe) Limited as mandated lead arranger, (4) the financial institutions listed therein as original lenders, (5) CBRE Loan Servicing Limited as Agent, and (6) CBRE Loan Servicing Limited as Security Agent

"**Intellectual Property**" means, in respect of any Chargor, its present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights

"**Party**" means a party to this Deed

"**Receiver**" means an administrative receiver, receiver and manager or a receiver, in each case, appointed under this Deed

"**Secured Liabilities**" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Finance Party under each Finance Document

"Security Assets" means all assets of the Chargors the subject of any security created by this Deed

"Security Interest" means any mortgage, pledge, lien, charge, security assignment, hypothecation, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset.

"Security Period" means the period beginning on the date of this Deed and ending on the date on which the Security Agent is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

1 2 **Construction**

- (a) Capitalised terms defined in the Facility Agreement have, unless expressly defined in this Deed, the same meaning in this Deed
- (b) The provisions of clause 1 2 (*Construction*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement are to be construed as references to this Deed
- (c) Clause 1 5 of the Facility Agreement shall apply to the rights, powers, authorities and discretions of the Security Agent specifically conferred upon it under this Deed with all necessary modifications and as if such clause were set out in full in this Deed
- (d)
 - (i) the term **"Finance Document"** includes all amendments and supplements thereto,
 - (ii) the term **"this Security"** means any security created or constituted by this Deed, and
 - (iii) a reference to any asset, unless the context otherwise requires, includes any present and future asset.
- (e) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period
- (f) The terms of the other Finance Documents and of any side letters between any Finance Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- (g) If the Security Agent considers that an amount paid to a Finance Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed
- (h) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset

2 COVENANT TO PAY

Each Chargor covenants with the Security Agent to pay, discharge and satisfy the Secured Liabilities when they become due in accordance with the Finance Documents

3 CREATION OF SECURITY

3.1 General

- (a) All the Security created under this Deed
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of each Chargor,
 - (iii) is security for the payment and satisfaction of all the Secured Liabilities, and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) The Security Agent holds the benefit of this Deed on trust for the Finance Parties

3.2 Land

- (a) Each Chargor charges
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it and this includes the real property (if any) specified against its name in Schedule 2 (*Real Property*), and
 - (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it
- (b) A reference in this subclause to a mortgage or charge of any freehold or leasehold property includes
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants

3 3 Securities

- (a) Each Chargor charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf
- (b) A reference in this subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes:
 - (i) any dividend or interest paid or payable in relation to it, and
 - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

3 4 Plant and machinery

Each Chargor charges by way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession

3.5 Credit balances

Each Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by the Facility Agreement or this Deed) it has with any person and the debt represented by it

3 6 Book debts etc.

Each Chargor charges by way of a first fixed charge

- (a) all of its book and other debts,
- (b) all other moneys due and owing to it, and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above

3 7 Insurances

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest.

3 8 Other contracts

- (a) Subject to paragraph (b) below, each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights
 - (i) under each Lease Document,
 - (ii) in respect of all Rental Income,

- (iii) under any guarantee of Rental Income contained in or relating to any Lease Document,
 - (iv) under each appointment of a Investment Advisor or Property Manager, and
 - (v) under any other agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this clause.
- (b) To the extent that any such right referred to in paragraph (a) above is not assignable or capable of assignment, each Chargor shall charge by way of a first fixed charge any right referred to in paragraph (a) of which it has the benefit

3 9 Intellectual Property

Each Chargor charges by way of first fixed charge all of its Intellectual Property

3 10 Miscellaneous

Each Chargor charges by way of first fixed charge

- (a) any beneficial interest, claim or entitlement it has in any pension fund,
- (b) its goodwill,
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset,
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and
- (e) its uncalled capital

3 11 Floating charge

- (a) Each Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this clause
- (b) Except as provided below, the Security Agent may by notice to the Borrower convert the floating charge created by this subclause into a fixed charge as regards any Chargor's assets specified in that notice, if
 - (i) an Event of Default is continuing, or
 - (ii) the Security Agent (acting reasonably) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

- (c) The floating charge created by this subclause may not be converted into a fixed charge solely by reason of
 - (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium, under the Insolvency Act 2000
- (d) The floating charge created by this subclause will automatically convert into a fixed charge over all of the assets of the Chargors if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator
- (e) The floating charge created by this subclause is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

4 REPRESENTATIONS - GENERAL

4.1 Nature of security

Each Chargor represents to each Finance Party that, subject to the Legal Reservations, this Deed creates those Security Interests it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise

4.2 Ownership of Secured Assets

The Chargors are the sole legal and beneficial owners of the Security Assets

4.3 No Security

The Security Assets are free from any Security other than the Security created by this Deed and Permitted Security

4.4 Times for making representations

- (a) The representations set out in this Deed (including in this clause) are made on the date of this Deed.
- (b) Unless a representation is expressed to be given at a specific date, each representation under this Deed is deemed to be repeated by each Chargor on each day of the Security Period
- (c) When a representation is repeated, it is applied to the circumstances existing at the time of repetition

5 RESTRICTIONS ON DEALINGS

5.1 Security

Except as expressly permitted in the Facility Agreement, no Chargor may create or permit to subsist any Security Interest on any Security Asset (except for the Security created by this Deed)

5.2 Disposals

Except as expressly permitted in the Facility Agreement, no Chargor may sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under this Deed

5.3 Preservation of Secured Assets

No Chargor shall do, or permit to be done, any act or thing that would or is reasonably likely to

- (a) jeopardise or prejudice the effectiveness or the validity of the Security created by this Deed; or
- (b) have a Material Adverse Effect

5.4 Enforcement of Rights

Each Chargor shall use its reasonable endeavours to

- (a) procure the prompt observance and performance of the covenants and other obligations imposed on the Chargor's counterparties, and
- (b) enforce any rights and institute, continue or defend any proceedings relating to any of the Security assets which the Security Agent may require from time to time

6 LAND

6.1 General

In this Clause

"Fixtures" means all fixtures and fittings and fixed plant and machinery on the Mortgaged Property.

"Mortgaged Property" means all freehold or leasehold property included in the definition of Security Assets

"Premises" means all buildings and erections included in the definition of Security Assets

6.2 Notices to tenants

Each Chargor must:

- (a) promptly (and, in relation to the notice to each occupational tenant as referred to in paragraph 6.8(1) of Schedule 2 (*Conditions Precedent*) of the Facility Agreement within 2 Business Days of the date of this Deed) serve a notice of assignment, substantially in the form of Part 1 of Schedule 3 (*Form of Notice to Occupational Tenants*), on each tenant of the Mortgaged Property, and
- (b) use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (*Form of Acknowledgement of Occupational Tenants*)

6.3 The Land Registry

Each Chargor consents to and shall apply to the Registrar for a restriction to be entered on the Register of Title of all registered land now or in the future owned by the Chargor in standard form P in Schedule 4 of the Land Registration Rules 2003 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 [•] referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer"

6.4 Deposit of title deeds

Each Chargor must deposit with the Security Agent all deeds and documents of title relating to the Mortgaged Property and all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of the Chargor or otherwise procure that such deeds and documents are held to the order of the Security Agent

7 SECURITIES

7.1 General

In this clause

"Investments" means:

- (a) all shares, stocks, debentures, bonds or other securities and investments included in the definition of Security Assets in Clause 1.1 (*Definitions*),
- (b) any dividend or interest paid or payable in relation to any of the above,
- (c) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise, and

- (d) in relation to SIR Healthcare 2 Limited, all the shares, including present and future shares, in the share capital of each entity listed in Schedule 1 – Part B (*Companies*) owned by SIR Healthcare 2 Limited

7.2 Investments

Each Chargor represents to each Finance Party that

- (a) its Investments are fully paid and are not subject to any option to purchase or similar rights, and
- (b) it is the sole legal and beneficial owner of its Investments
- (c) No constitutional document of an issuer of an Investment, nor any other agreement
 - (i) restricts or inhibits any transfer of the Investments on creation or enforcement of the security constituted by this Deed, or
 - (ii) contains any rights of pre-emption in relation to its Investments

7.3 Deposit

Each Chargor must:

- (a) in relation to the certificates and documents in respect of the Companies as referred to in paragraphs 2 and 3 of Schedule 12 (*Conditions Subsequent*) of the Facility Agreement, within 2 Business Days of the date of this Deed (or such other time period as specified in paragraph 3 of Schedule 12 (*Conditions Subsequent*) of the Facility Agreement) deposit with the Security Agent, or as the Security Agent may direct, all such certificates and other documents of title or evidence of ownership in relation to the Companies,
- (b) promptly deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to any Investments, and
- (c) promptly execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner or otherwise obtain a legal title to any of its Investments upon exercise of its rights in accordance with this Deed

7.4 Changes to rights

No Chargor may take or allow the taking of any action on its behalf which may result in the rights attaching to any of its Investments being altered or further Investments being issued

7.5 Calls

- (a) Each Chargor must pay all calls or other payments due and payable by it in respect of any Investment
- (b) If a Chargor fails to do so, the Security Agent may pay the calls or other payments in respect of any Investment on behalf of that Chargor. That Chargor must immediately, on request, reimburse the Security Agent for any payment made by the Security Agent under this subclause

7.6 Other obligations in respect of Investments

- (a) Each Chargor must promptly copy to the Security Agent and comply with all requests for information which is within its knowledge and which are made under section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional document relating to any of its Investments. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of that Chargor
- (b) Each Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments
- (c) The Security Agent is not obliged to.
 - (i) perform any obligation of a Chargor,
 - (ii) make any payment,
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor, or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,in respect of any Investment

7.7 Voting rights

- (a) Before this Security becomes enforceable
 - (i) the voting rights, powers and other rights in respect of the Investments must (if exercisable by the Security Agent) be exercised in any manner which a Chargor may direct in writing, and
 - (ii) all dividends or other income paid or payable in relation to any Investments must be paid to the General Account
- (b) Each Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of the Investments as permitted by this Deed on the direction of any Chargor

- (c) After this Security has become enforceable, the Security Agent may exercise (in the name of the relevant Chargor and without any further consent or authority on the part of the relevant Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise

8 ACCOUNTS

8.1 General

In this Clause "**Account Bank**" means a person with whom an Account is maintained under the Facility Agreement

8.2 Book debts and receipts

- (a) Each Chargor must get in and realise its
 - (i) rent and other amounts due from tenants of the Mortgaged Property, and
 - (ii) book and other debts and other moneys due and owing to it,in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an Account if required in accordance with paragraph (b) below) on trust for the Security Agent
- (b) Each Chargor must, except to the extent that the Security Agent otherwise agrees, pay all the proceeds of the getting in and realisation into an Account in accordance with the Facility Agreement

8.3 Notices of charge

Each Chargor must

- (a) Promptly (and, in relation to the notice to the Initial Account Bank as referred in paragraph 6.8(i) of Schedule 2 (*Conditions Precedent*) of the Facility Agreement within 2 Business Days of the date of this Deed), serve a notice of assignment, substantially in the form of Part 1 of Schedule 3 (*Form of Notice to Account Bank*), on each Account Bank, and
- (b) use reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 3 (*Form of Acknowledgement from Account Bank*)

9 RELEVANT CONTRACTS

9.1 General

In this Clause "**Relevant Contract**" means

- (a) each appointment of a Investment Advisor or Property Manager, and

- (b) any other agreement to which a Chargor is a party and which the Security Agent has designated in writing as a Relevant Contract

9.2 Notices of assignment

Each Chargor must, at the request of the Security Agent

- (a) promptly, (and, in relation to the notices to the relevant counterparties as referred to in paragraph 6.8(i) of Schedule 2 (*Conditions Precedent*) of the Facility Agreement within 2 Business Days of the Date of this Deed), serve a notice of assignment, substantially in the form of Part 1 of Schedule 5 (*Form of Notice to Counterparty*), on each counterparty to a Relevant Contract, and
- (b) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 5 (*Form of Acknowledgement of Counterparty*).

10 INTELLECTUAL PROPERTY

10.1 Preservation of rights

Each Chargor shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property which is material to its business including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings

10.2 Registration of Intellectual Property

Each Chargor shall use all reasonable efforts to register applications for the registration of any Intellectual Property which are necessary to keep its Intellectual Property which is material to its business in force

10.3 Maintenance of Intellectual Property

No Chargor may permit, except with the prior written consent of the Security Agent, any Intellectual Property which is material to its business to be abandoned, cancelled or to lapse

11 WHEN SECURITY BECOMES ENFORCEABLE

- 11.1 This Security shall become immediately enforceable if an Event of Default occurs
- 11.2 After this Security has become enforceable, the Security Agent may in its absolute discretion and without notice to any Chargor enforce all or any part of this Security in any manner it sees fit or as the Majority Lenders direct

12 ENFORCEMENT OF SECURITY

12.1 General

- (a) The statutory power of sale and the other statutory powers conferred on mortgagees by Section 101 of the Act as varied and extended by this Deed will be immediately exercisable at any time after this Security has become enforceable.
- (b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security
- (c) The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any provision of section 99 or 100 of the Act
- (d) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed

12.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver nor any administrator will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable except to the extent caused by its or his own gross negligence or wilful misconduct

12.3 Privileges

Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that Section 103 of the Act does not apply

12.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or an administrator or its or his agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable, or
- (b) whether any power which the Security Agent or the Receiver or administrator is purporting to exercise has become exercisable, or
- (c) whether any money remains due under the Finance Documents, or
- (d) how any money paid to the Security Agent or to the Receiver or administrator is to be applied

12.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Security Agent may

- (i) redeem any prior Security Interest against any Security Asset; and/or
- (ii) procure the transfer of that Security Interest to itself, and/or
- (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer and any accounts so settled and passed shall be conclusive and binding on each Chargor.

All principal moneys, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the relevant Chargor to the Security Agent on demand

- (b) Each Chargor must pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest

12.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it

12.7 Statutory powers

The powers conferred by this Deed on the Security Agent or a Receiver are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the Act, the Insolvency Act 1986 or otherwise by law and in the case of any conflict between the powers contained in any such Act and those conferred by this Deed, the terms of this Deed will prevail

13. APPOINTMENT AND RIGHTS OF RECEIVERS

13.1 Appointment of Receivers

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if
 - (i) so requested by a Chargor in writing, or
 - (ii) this Security has become enforceable
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under hand
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under the Insolvency Act 2000

- (e) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies
- (f) The Security Agent may by writing under hand (subject to any requirement for an order of the court in the case of an administrative receiver), remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

13 2 Scope of Appointment

Any Receiver may be appointed either Receiver of all the Security Assets or Receiver of such part thereof as may be specified in the appointment and, in the latter case, the rights conferred on a Receiver by this Deed shall have effect as though every reference therein to the Security Assets were a reference to the part of such assets so specified or any part thereof

13 3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the Act will not apply

13 4 Agent of the Chargors

Each Receiver is deemed to be the agent of each Chargor for all purposes and accordingly is deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargors alone shall be responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver. No Finance Party shall incur any liability (either to the Chargors or to any other person) by reason of the appointment of a Receiver or for any other reason

13 5 Exercise of Receiver powers by the Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may, after this Security becomes enforceable, be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver

14 POWERS OF RECEIVERS

14 1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law and this includes

- (i) in the case of an administrative receiver, all the rights powers and discretions conferred on an administrative receiver under the Insolvency Act, 1986, and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act, 1986
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver

14.2 Rights of Receivers

Any Receiver appointed pursuant to this Deed shall be entitled (either in his or her own name or in the name of a Chargor or any trustee or nominee for the Chargor) and in any manner and upon such terms and conditions as the Receiver thinks fit

- (a) to enter upon, take immediate possession of, collect and get in any Security Asset,
- (b) to carry on any business of the Chargor,
- (c) to borrow or raise money, either unsecured or on the security of any Security Asset, either in priority to this Security or otherwise, for whatever purpose the receiver thinks fit,
- (d) to lend money or advance credit to any customer of the Chargor,
- (e) to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating in any way any Security Asset,
- (f) to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to any Security Asset which the Receiver thinks fit,
- (g) to redeem any Security Interest (whether or not having priority to the constituted) over any Security Asset and to settle the accounts of encumbrancers;
- (h) to appoint and discharge officers, managers, employees, agents and advisors of all kinds for the purposes of this Deed upon such terms as to remuneration or otherwise as the Receiver sees fit and to discharge any person appointed by the Chargor,
- (i) to sell, exchange, convert into money and realise any Security Asset by public auction or privately and for which purposes
 - (i) the consideration for the relevant transaction may consist of cash, debentures or other obligations, shares, stock or other valuable

consideration and any such consideration may be payable in a lump sum or by instalments spread over any period the Receiver thinks fit, and

- (ii) fixtures (other than landlord's fixtures), may be severed and sold separately from the relevant property without the consent of the Chargor,
- (j) to let any Security Asset for any term and at any rent (with or without a premium) and accept a surrender of any lease or tenancy (including on terms, providing for the payment of money to a lessee or tenant on a surrender),
- (k) to give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset,
- (l) to form a Subsidiary of the Chargor and transfer any Security Asset to that Subsidiary,
- (m) to
 - (i) effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset,
 - (ii) commence and/or complete any building operation, and
 - (iii) to apply for and maintain any planning permission, building regulation approval or any other authorisation,
- (n) to otherwise
 - (i) do all such other acts and things the Receiver may consider necessary or expedient for the realising of any Security Asset or incidental or conducive to the exercise of any of the rights conferred on the Receiver under or by virtue of this Deed or law,
 - (ii) exercise in relation to any Security Assets all the powers, authorities and things which the Receiver would be capable of exercising if the Receiver were the absolute beneficial owner of that Security Asset, and
 - (iii) use the name of the Chargor for any of the above purposes

Each of the rights specified in each of the above paragraphs shall (except as otherwise provided) be distinct and shall not be in any way limited by reference to any other paragraph

14.3 Delegation

A Receiver may delegate his powers in accordance with this Deed

15 APPLICATION OF PROCEEDS

Any moneys received by the Security Agent or any Receiver after this Security has become enforceable shall be applied

- (a) in or towards payment of or provision for all costs and expenses incurred by the Security Agent or any Receiver under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed;
- (b) in or towards payment of or provision for the Secured Liabilities in accordance with the terms of the Facility Agreement, and
- (c) in payment of the surplus (if any) to the Chargors or other person entitled to it.

This Clause is subject to the payment of any claims having priority over this Security
This Clause does not prejudice the right of any Finance Party to recover any shortfall from a Chargor

16 DELEGATION

The Security Agent and any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed. Any such delegation may be made upon the terms (including power to sub-delegate) which the Security Agent or Receiver may think fit. Neither the Security Agent nor any Receiver will be in any way liable or responsible to a Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

17 EXPENSES AND INDEMNITY

Each Chargor must

- (a) within five Business Days of written demand pay all costs and expenses (including legal fees) incurred in connection with this Deed by any Finance Party, Receiver, attorney, manager, agent or other person appointed by the Security Agent under this Deed including any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise, and
- (b) keep each of them indemnified against any failure or delay in paying those costs or expenses

18 FURTHER ASSURANCES

Each Chargor must, at its own expense, take whatever action the Security Agent or a Receiver may require for

- (a) creating, perfecting or protecting any Security intended to be created by this Deed, or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset

This includes

- (i) if an Event of Default is continuing, the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, or
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Security Agent may think expedient

19 POWER OF ATTORNEY

19 1 Appointment and powers

Each Chargor by way of security irrevocably and severally appoints the Security Agent, each Receiver and any of their respective delegates or sub-delegates to be its attorney and in its name and on its behalf to take any action which the Chargor is obliged to take under this Deed. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

19 2 Exercise of power of attorney

The power of attorney granted pursuant to Clause 19 1 shall only be exercisable by the Security Agent or its delegates or sub-delegates (a) whilst an Event of Default is continuing, or (b) if a Chargor is obliged to take any action under this Deed and such Chargor has failed to take such action within 3 Business Days of written notice from the Security Agent to take such action.

20 MISCELLANEOUS

20 1 Tacking

Each Lender must perform its obligations under the Facility Agreement (including any obligation to make available further advances).

20 2 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, a Finance Party may open a new account with a Chargor.
- (b) If the relevant Finance Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other account.
- (c) As from that time all payments made to the Finance Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

20 3 Time deposits

Without prejudice to any right of set-off any Finance Party may have under any other Finance Document or otherwise, if any time deposit matures on any account a Chargor has with any Finance Party within the Security Period when

- (a) this Security has become enforceable, and
- (b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Finance Party considers appropriate

20 4 Notice of assignment

This Deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by the Chargor to any other member of the Group and contained in any other Security Document

20 5 Appropriation

- (a) To the extent that any of the Security Assets constitute "financial collateral" and this Deed and the obligations of each Chargor under this Deed constitute a "security financial collateral arrangement" (as defined in and for the purposes of the Financial Collateral Arrangements (No 2) Regulations 2003 (the "Regulations")), at any time after an Event of Default has occurred, the Security Agent may appropriate all or part of the Security Assets in or towards satisfaction of the Secured Liabilities
- (b) The Security Agent must attribute a value to the appropriated Security Asset in a commercially reasonable manner.
- (c) Where the Security Agent exercises its rights of appropriation and the value of the Security Assets appropriated differs from the amount of the Secured Liabilities, as the case may be, either
 - (i) the Security Agent must account to the relevant Chargor for the amount by which the value of the Security Assets exceeds the Secured Liabilities, or
 - (ii) the Chargor will remain liable to the Security Agent for any amount whereby the value of the Security Assets are less than the Secured Liabilities

20 6 Liability

The obligations of the Chargors under this Deed are joint and several

21. PRESERVATION OF SECURITY

21 1 Continuing Security

The Security created by this Deed is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part of the Secured Liabilities

21 2 Waiver of Defences

Neither the obligations of the Chargors nor the Security Created by this Deed will be affected by any act, omission or thing which, but for this Clause 20 2, would reduce, release or prejudice any of its obligations under this Deed (whether or not known to the Chargor or any Finance Party). This includes (without limitation)

- (a) any time or waiver granted to, or composition with, any person,
- (b) the release of any person under the terms of any composition or arrangement,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person,
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any security,
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person,
- (f) any amendment (however fundamental) of a Finance Document or any other document or security, or
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Finance Document or any other document or security

21 3 Immediate Recourse

Each Chargor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Deed

21 4 Additional Security

The Security created by this Deed is in addition to and is not in any way prejudiced by any other Security now or subsequently held by any Finance Party

22 RELEASE

- 22 1 At the end of the Security Period, the Finance Parties must, at the request and cost of the Borrower, take whatever action is necessary to release the Security Assets from this Security
- 22 2 If a Chargor is permitted to dispose of a Security Asset in accordance with the terms of the Facility Agreement and provided that the conditions to such disposal (as set out in the Facility Agreement) are satisfied, at the request and expense of the Chargor, the Security Agent will enter into any document and do all such other things which are reasonably required to release such Security Asset (and if such Security Asset is the shares in a Company, all assets of that Company) from the Security constituted by this Deed

23 GENERAL PROVISIONS

The provisions of Clause 32 (*Notices*), Clause 34 (*Partial Invalidity*), Clause 35 (*Remedies and Waivers*), Clause 36 (*Amendments and Waivers*) and Clause 38 (*Counterparts*) of the Facility Agreement shall be incorporated into this Deed as if set out in full in this Deed and as if references in those clauses to "this Agreement" or "the Finance Documents" are references to this Deed

24 GOVERNING LAW

- 24 1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law
- 24 2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed. The Chargor hereby irrevocably submits to the jurisdiction of the High Court of Justice in England

This Deed has been entered into as a deed on the date stated at the beginning of this Deed

SCHEDULE 1
Part A - Chargors

Chargors	Registration number
SIR Healthcare 2 Limited	09736648
SIR Ashtead Limited	06182054
SIR Yorkshire Limited	06181984
SIR Reading Limited	06181961
SIR Lisson Limited	05956505
SIR Fitzwilliam Limited	06182061
SIR Pinehill Limited	06181975
SIR Winfield Limited	06182015
SIR Oaks Limited	06181967
SIR Fulwood Limited	06181972
SIR Woodland Limited	06182008
SIR Rowley Limited	06182036

Part B – Companies

Companies	Registration number
SIR Ashtead Limited	06182054
SIR Yorkshire Limited	06181984
SIR Reading Limited	06181961
SIR Lisson Limited	05956505
SIR Fitzwilliam Limited	06182061
SIR Pinehill Limited	06181975
SIR Winfield Limited	06182015
SIR Oaks Limited	06181967
SIR Fulwood Limited	06181972
SIR Woodland Limited	06182008
SIR Rowley Limited	06182036

**SCHEDULE 2
REAL PROPERTY**

Owner	Address of Property	Land Registry Title Number(s)
SIR Ashtead Limited	Ramsay Ashtead Hospital The Warren Ashtead KT21 2SB	SY439698
SIR Yorkshire Limited	Ramsay Yorkshire Hospital Bradford Road, Bingley BD16 1TW	WYK716180, WYK141551, WYK191881
SIR Reading Limited	Ramsay Reading Hospital Berkshire Independent Hospital, Wensley Road, Coley Park, Reading RG1 6UZ	BK352435
SIR Lisson Limited	Florence Nightingale Hospital/ Lisson Grove property	NGL255448, NGL669122
SIR Fitzwilliam Limited	Ramsay Fitzwilliam Hospital Milton Way, Bretton, Peterborough PE3 9AQ	CB40149, CB50569
SIR Pinehill Limited	Ramsay Pinehill Hospital Benslow Lane, Hitchin SG4 9QZ	HD402679
SIR Winfield Limited	Ramsay Winfield Hospital Tewkesbury Road, Longford, Gloucester GL2 9WH	GR130218
SIR Oaks Limited	Ramsay Oaks Hospital 120 Mile End Road, Colchester CO4 5XR	EX438661
SIR Fulwood Limited	Ramsay Fulwood Hospital Midgery Lane, Fulwood PR2 9SZ	LA769958
SIR Woodland Limited	Ramsay Woodland Hospital Rothwell Road, Kettering NN16 8XF	NN79549, NN194616, NN207608, NN199821
SIR Rowley Limited	Ramsay Rowley Hospital Rowley, ST17 9AQ	SF400402, SF400403

SCHEDULE 3
FORM OF NOTICE TO ACCOUNT BANK

Part 1
Form of Notice to Account Bank

[Letterhead of Chargor]

To [•]

200[•]

Dear Sirs

This letter constitutes notice to you that, by a Security Deed dated [•] (the "**Security Deed**"), we have charged (by way of a first fixed charge) in favour of [•] (the "**Security Agent**") as agent and trustee for the Finance Parties referred to in the Security Deed all our rights in respect of any amount standing to the credit of any account maintained by us with you (the "**Accounts**")

We hereby irrevocably instruct and authorise you to disclose to the Security Agent, such information relating to any of the Accounts as the Security Agent may request to comply with the terms of any written notice or instruction relating to any Account given to you by the Security Agent and to pay or release any sum standing to the credit of any Account (other than the Account referred to as "**General Account**") in accordance with the written instructions of the Security Agent

In relation to the Account referred to as "**General Account**", prior to any notice from the Security Agent that an Event of Default is continuing, we remain entitled to operating the Account referred to as "General Account" and upon any notice from the Security Agent that an Event of Default is continuing, we hereby irrevocably instruct and authorise you to pay or release any sum standing to the credit of the Account referred to as "General Account" in accordance with the written instructions of the Security Agent

We confirm that you should comply with the instructions in this letter without any further permission from, or reference to, us

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent

This letter is governed by English law

Would you please confirm your agreement to the above by sending the enclosed acknowledgement to the Security Agent at [•] with a copy to ourselves

Yours faithfully

(Authorised signatory)

[CHARGOR]

Part 2
Form Of Acknowledgement from Account Bank

[Letterhead of Account Bank]

To [AGENT]

Copy [CHARGOR]

200[•]

Dear Sirs

We confirm receipt from [•] (the "**Chargor**") of a notice dated [•] of a charge upon the terms of a Security Deed, over all the rights of the Chargor to any amount standing to the credit of any of the Chargor's accounts with us or any bank, financial institution or other person (the "**Accounts**")

We confirm that we

- (a) accept the instructions contained in the notice and agree to comply with the notice,
- (b) have not received notice of the interest of any third party in any Account,
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account,
- (d) will not permit any amount to be withdrawn from any Account (other than the account referred to as the "General Account") without your prior written consent, and
- (e) solely in relation to the Account referred to as "General Account", upon your notification of the occurrence of an Event of Default, will not permit any amount to be withdraw from such account without your prior written consent,

The Accounts maintained with us are

[Specify accounts and account numbers]

This letter is governed by English law

Yours faithfully,

(Authorised signatory)

[Account Bank]

SCHEDULE 4
FORM OF NOTICE TO OCCUPATIONAL TENANTS

Part 1
Form of Notice to Occupational Tenants

[Letterhead of the Chargor]

To [Occupational tenant]

[Date]

Dear Sirs,

We refer to the lease dated [•] and made between [•] and [•] (the "**Lease**")

This letter constitutes notice to you that by a Security Deed dated [•] (the "**Security Deed**") we have assigned by way of security to [AGENT] (the "**Security Agent**") as agent and trustee for the Finance Parties referred to in the Security Deed, all our rights under the Lease

We irrevocably instruct and authorise you to pay any rent payable by you under the Lease to our account [with the Security Agent] at [•], Account No [•], Sort Code [•] (the "**Collection Account**")

The instructions in this letter apply until you receive notice from the Security Agent to the contrary and notwithstanding any previous instructions given by us

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent

This letter is governed by English law

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at [ADDRESS] with a copy to ourselves

Yours faithfully,

For

[COMPANY]

Part 2
Form Of Acknowledgement Of Occupational Tenant

To [AGENT]
Attention [ATTENTION]

[Date]

Dear Sirs,

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [•], 2015 (the "**Notice**") in relation to the Lease (as defined in the Notice)

We accept the instructions contained in the Notice

We confirm that we

- (a) have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease (as defined in the Notice), and
- (b) must pay all rent and all other monies payable by us under the Lease into the Collection Account (as defined in the Notice), and
- (c) must continue to pay those monies into the Collection Account until we receive your written instructions to the contrary

This letter is governed by English law

Yours faithfully,

For

[•]

SCHEDULE 5
FORM OF NOTICE FOR RELEVANT CONTRACTS

Part 1
Form of Notice to Counterparty

To [Contract party]

[Date]

Dear Sirs,

This letter constitutes notice to you that by a Security Deed dated [•] 2015 (the "**Security Deed**") we have assigned by way of security to CBRE Loan Servicing Limited (the "**Security Agent**"), as agent and trustee for the Finance Parties as referred to in the Security Deed, all our rights in respect of *[insert details of Contract]* (the "**Contract**")

We confirm that

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract, and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given to, the Security Agent or as it directs

Please note that we have agreed that we will not amend or waive any provision of or terminate the Contract without the prior consent of the Security Agent

This letter is governed by English law

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at Henrietta House, Henrietta Place, London W1G 0NB, Attention Piotr Tokarski and Gerard Nation, Fax 00 44 (0)207 182 2198

Yours faithfully,

.

[Chargor]

(Authorised signatory)

Part 2
Form Of Acknowledgement Of Counterparty

To [AGENT] as Security Agent

Copy [Chargor]

[Date]

Dear Sirs,

We confirm receipt from [•] (the "**Chargor**") of a notice dated [•] of an assignment on the terms of the Security Deed of all the Chargor's rights in respect of [insert details of the Contract] (the "**Contract**")

We confirm that we will pay all sums due, and give notices, under the Contract as directed in that notice

This letter is governed by English law

Yours faithfully,

(Authorised signatory)

[Counterparty]

SCHEDULE 6
FORM OF NOTICE TO INSURER

Part 1
Form of Notice to Insurer

To. [Insurer]

[Date]

Dear Sirs,

This letter constitutes notice to you that by a Security Deed dated [•] 2015 (the "**Security Deed**") we have assigned by way of security to CBRE Loan Servicing Limited (the "**Security Agent**"), as agent and trustee for the Finance Parties as referred to in the Security Deed, all our rights in respect of our rights under the insurance policy with policy numbers [•] (including all monies payable thereunder, proceeds of all claims, awards and judgements) and all other insurances entered into supplemental to or in replacement of such policy of insurance [(the "**Policy**")/(the "**Policies**")]

We irrevocably instruct and authorise you to

- (a) disclose to the Security Agent without any reference to or further authority from us and without any inquiry by you as to the justification for the disclosure, any information relating to the [Policy/Policies] which the Security Agent may request from you, and
- (b) pay any sum payable by you under the [Policy/Policies] in respect of loss of rent proceeds to [Account Details] (the "**Rent Account**") and in respect of all other payments into [Account details] (the "**Deposit Account**")

We confirm that you should comply with the instructions in this letter without any further permission from, or reference to, us

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent

No changes should be made to the terms of the Insurance save with the prior written consent of the Security Agent

This letter, and any non-contractual obligations or liabilities arising out of or in connection with it are governed by, and construed in accordance with, English law

This letter is governed by English law

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at Henrietta House, Henrietta Place, London W1G 0NB, Attention Piotr Tokarski and Gerard Nation, Fax: 00 44 (0)207 182 2198

Yours faithfully,

Part 2
Form Of Acknowledgement Of Insurer
ACKNOWLEDGEMENT OF INSURER

To [AGENT]
Attention [ATTENTION]

[Date]

Dear Sirs,

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [•], 2015 (the "**Notice**") in relation to the [Policy/Policies] (as defined in the Notice)

We confirm that we.

- (a) have not received notice of the interest of any third party in the Policy,
- (b) must pay any amount payable by us under the Policy in respect of loss of rent proceeds to [Account Details] (the "**Rent Account**") and in respect of all other payments into [Account details] (the "**Deposit Account**"), and
- (c) must continue to pay those monies referred to above into the bank accounts referred to above until we receive your written instructions to the contrary

This letter, and any non-contractual obligations or liabilities arising out of or in connection with it are governed by, and construed in accordance with, English law

Yours faithfully,

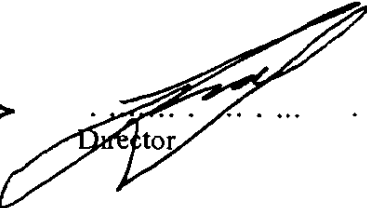
For

[•]

SIGNATORIES

Chargors:

SIGNED as a **DEED** by **SIR**
HEALTHCARE 2 LIMITED, acting by
a Director, in the presence of

} 
Director

Witness

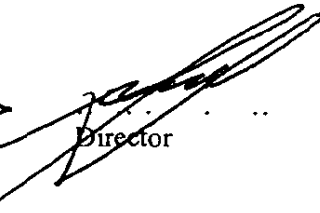
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Name 

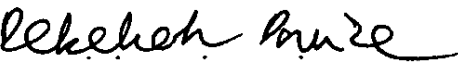
Address

TAYLOR WESSING LLP
5 NEW STREET SQUARE
LONDON EC4A 3TW

SIGNED as a **DEED** by **SIR**
ASSTEAD LIMITED, acting by a
Director, in the presence of

} 
Director

Witness

Signature: 

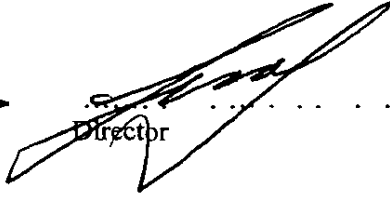
Name 

Address


TAYLOR WESSING LLP
5 NEW STREET SQUARE
LONDON EC4A 3TW

[Signature Page to Security Deed]

SIGNED as a DEED by SIR
YORKSHIRE LIMITED, acting by a
Director, in the presence of

} 
Director

Witness

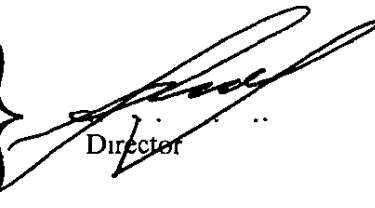
Signature 

Name 

Address

TAYLOR WESSING LLP
5 NEW STREET SQUARE
LONDON EC4A 3TW

SIGNED as a DEED by SIR READING
LIMITED, acting by a Director, in the
presence of

} 
Director

Witness

Signature 

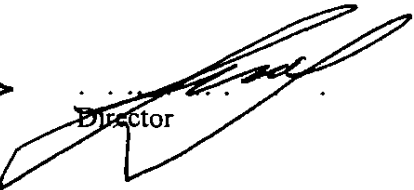
Name 

Address

TAYLOR WESSING LLP
5 NEW STREET SQUARE
LONDON EC4A 3TW

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SIGNED as a DEED by SIR LISSON LIMITED, acting by a Director, in the presence of

} 
Director

Witness

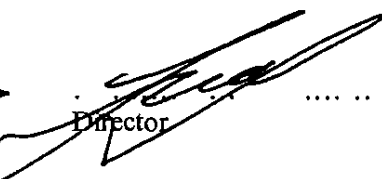
Signature *Rebekah Price*

Name *Rebekah Price*

Address

TAYLOR WESSING LLP
5 NEW STREET SQUARE
LONDON EC4A 3TW

SIGNED as a DEED by SIR FITZWILLIAM LIMITED, acting by a Director, in the presence of

} 
Director

Witness

Signature *Rebekah Price*

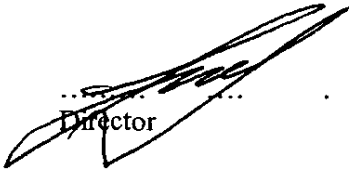
Name *Rebekah Price*

Address.


TAYLOR WESSING LLP
5 NEW STREET SQUARE
LONDON EC4A 3TW


[Signature Page to Security Deed]

SIGNED as a DEED by SIR
PINEHILL LIMITED, acting by a
Director, in the presence of

} 
Director

Witness

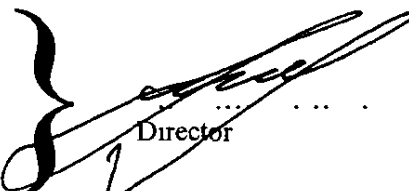
Signature 

Name. 

Address

TAYLOR WESSING LLP
5 NEW STREET SQUARE
LONDON EC4A 3TW

SIGNED as a DEED by SIR
WINFIELD LIMITED, acting by a
Director, in the presence of

} 
Director

Witness

Signature: 

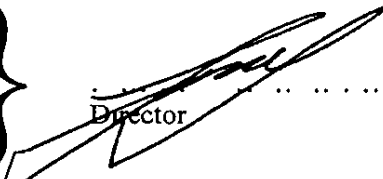
Name: 

Address:


TAYLOR WESSING LLP
5 NEW STREET SQUARE
LONDON EC4A 3TW

[Signature Page to Security Deed]

SIGNED as a **DEED** by **SIR OAKS LIMITED**, acting by a Director, in the presence of:

} 
Director

Witness

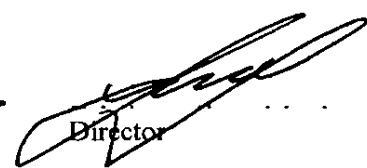
Signature 

Name 

Address

TAYLOR WESSING LLP
5 NEW STREET SQUARE
LONDON EC4A 3TW

SIGNED as a **DEED** by **SIR FULWOOD LIMITED**, acting by a Director, in the presence of:

} 
Director

Witness

Signature 

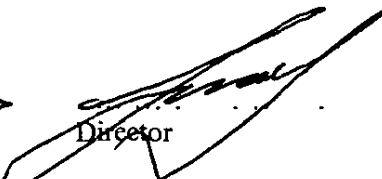
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Address

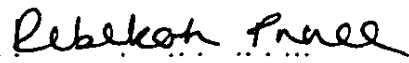
TAYLOR WESSING LLP
5 NEW STREET SQUARE
LONDON EC4A 3TW

[Signature Page to Security Deed]

SIGNED as a DEED by SIR
WOODLAND LIMITED, acting by a
Director, in the presence of

} 
Director

Witness

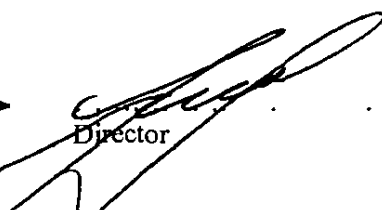
Signature 

Name 

Address

TAYLOR WESSING LLP
5 NEW STREET SQUARE
LONDON EC4A 3TW

SIGNED as a DEED by SIR ROWLEY
LIMITED, acting by a Director, in the
presence of

} 
Director

Witness

Signature 

Name 

Address


TAYLOR WESSING LLP
5 NEW STREET SQUARE
LONDON EC4A 3TW

[Signature Page to Security Deed]

Security Agent:

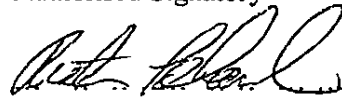
SIGNED for and on behalf of CBRE
LOAN SERVICING LIMITED

}



Authorised Signatory

PAUL LEWIS
SENIOR DIRECTOR



Authorised Signatory

PIOTR TOKARSKI
DIRECTOR

[Signature Page to Security Deed]