

MG01

Particulars of a mortgage or charge



iris  
LASERFORM

23171813

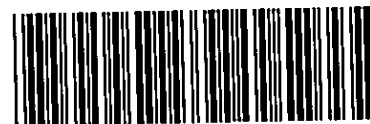
A fee is payable with this form.

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

✓ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

✗ **What this form is NOT**  
You cannot use this form to register  
particulars of a charge for a  
company. To do this, please use  
form MG01s

WEDNESDAY



A28

\*A20OXDGA\*

23/01/2013

#36

COMPANIES HOUSE

1

**Company details**

Company number 0 6 4 0 8 9 7 9 ✓

Company name in full Spire Property 11 Limited (the **Pledgor**)

For official use

4

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

All fields are mandatory unless  
specified or indicated by \*

2

**Date of creation of charge**

Date of creation d1 d7 m0 m1 y2 y0 y1 y3

3

**Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A receivables pledge agreement dated 17 January 2013 between, among  
others, the Pledgor and Standard Chartered Bank (the **Pledgee**) acting in  
its own name, on its own behalf and on behalf of the Secured Parties (as  
defined below) as trustee and/or agent pursuant to clause 28.1 (Trust) of  
the Facility Agreement (as defined below) (the **Pledge Agreement**)

4

**Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured 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 Transaction Obligor (as defined  
below) to any Secured Party (as defined below)  
under or in connection with the Finance Documents  
(as defined below), except for any obligation  
which, if it were so included, would result in the  
Pledge Agreement contravening any applicable law  
(the **Secured Liabilities**)

**Continuation page**

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

# MG01

## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name Standard Chartered Bank

Address 1 Aldermanbury Square

London

Postcode E C 2 V 7 S B

Name

Address

Postcode

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars See continuation sheet

# MG01

## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X *Allen & Overy LLP* X

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

# MG01

## Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name SAND/SX/00130350-0000944

Company name Allen & Overy LLP

Address One Bishops Square

London

Post town

County/Region England

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 0000



### 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 the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



### 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.

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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

# MG01 – continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### 1. CREATION OF THE PLEDGE

As continuing first ranking security interest for the full and punctual payment, performance and discharge of the Secured Liabilities, the Pledgor agrees to pledge and hereby pledges the Receivables and its present and future rights, title, claims and interest in the Receivables to, and in favour of, the Pledgee, who accepts the Pledge For the avoidance of doubt, any Receivables arising or coming into existence following the date of the Pledge Agreement shall be automatically deemed pledged (subject to clause 3 of the Pledge Agreement) and will, as a result of this clause, be pledged in favour of the Pledgee pursuant to the Pledge Agreement

#### 2. REPRESENTATIONS, WARRANTIES, UNDERTAKINGS AND COVENANTS

The Pledgor hereby covenants to the Pledgee that, until the end of the Security Period

- (a) it shall not dispose of the Receivables (or any part thereof) or create any lien, security interest, claim, option, pledge, charge, assignment, transfer (including the transfer of legal title to a trustee or a fiduciary) and other encumbrances of any kind, other than the Pledge, in respect of the Receivables (or any part thereof) (irrespective of its ranking), and shall not permit the existence of any such lien, security interest, claim, option, pledge, charge, assignment, transfer and other encumbrances of any kind or any preferential right arising by operation of law on the Receivables other than the Pledge unless permitted under the Facility Agreement,
- (b) it shall not renounce or waive any rights, title or action under the Receivables,
- (c) it shall not take or permit to be taken any action to subordinate any of its rights in respect of the Receivables to any other creditor of the Debtor, unless otherwise permitted by the Facility Agreement,
- (d) it shall not take any action in respect of the Receivables which would adversely affect the interests of the Pledgee therein in any respect, nor shall it take any action which may prejudice, directly or indirectly, the validity, the effectiveness or the enforceability of the Pledge or the rights of the Pledgee under or in connection with the Pledge or have an adverse effect on the Receivables, and
- (e) it shall not permit, or agree to, the exercise by any person (other than the Pledgee) of, and hereby waives any right which it may have, now or hereafter, to asset, or set-off or counter-claim against, or with respect to, the Receivables

# MG01 – continuation page

## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### 3. RIGHTS ATTACHING TO THE RECEIVABLES

##### 3.1 Right to principal and interests

- (a) Until the occurrence of an Event of Default which is continuing, the Pledge Agreement does not affect any right of the Pledgor to be entitled to receive the principal and interests or other proceeds paid or to be paid by the Debtors in respect of all or any of the Receivables, unless the payment of such principal, interests or other proceeds is or becomes prohibited by any of the Finance Documents
- (b) Upon the occurrence of an Event of Default which is continuing, the Pledgee shall have sole entitlements to receive the principal and interests or other proceeds paid or to be paid by the Debtors in respect of all or any of the Receivables. To this effect, the Pledgor and the Pledgee agree that the Debtors will be directed if and when an Event of Default has occurred and is continuing, to make direct payment of all such principal, interests and other proceeds to the Pledgee exclusively

##### 3.2 General entitlements attaching to the Pledgors

Upon the occurrence of an Event of Default which is continuing, the Pledgee shall be entitled to exercise, at its discretion, any and all rights (of any nature and irrespective of whether they arise by way of contract, deed, law, constitutional documents, court order or otherwise, in order to protect, exercise or facilitate the exercise of its rights under the Pledge Agreement) of the Pledgor attaching to the Receivables (or any part thereof)

In this MG01

**Additional Guarantor** means each member of the Target Group, each Subsidiary of the Parent incorporated in Malaysia for the purposes of holding Interests in Links Holdings LP (other than the Malay Cos on the date of the Facility Agreement) and Links Healthcare REIT, in each case, which becomes an Additional Guarantor in accordance with Clause 26.3 (Additional Guarantors) of the Facility Agreement

**Borrower** means the Original Borrower or a Novated Borrower unless, in each case, it has ceased to be a Borrower in accordance with Clause 26 (Changes to the Obligors) of the Facility Agreement

**Debtor** means any Group entity or any of MP Hospital Investment Ltd, Sculptor Sparrow Investments RE S a r l and Sculptor Sparrow Investments SCA, which is a borrower under an Intercompany Loan Agreement

**Event of Default** has the meaning given to such term in the Facility

# MG01 – continuation page

## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Agreement

**Facility Agreement** means the GBP 405,000,000 senior term loan facility agreement dated 14 January 2013 and made between, among others, the Pledgor as Obligor and the Pledgee as original lender, agent, mandated lead arranger and security agent

**Finance Documents** has the meaning given to such term in the Facility Agreement

**Group** has the meaning given to such term in the Facility Agreement

**Guarantor** means an Original Guarantor or an Additional Guarantor, unless, in each case, it has ceased to be a Guarantor in accordance with Clause 26 (Changes to the Obligors)

**Intercompany Loan Agreement** means the current and future Luxembourg law governed intercompany loan agreements documenting one or more intercompany loans and entered into from time to time by the Pledgor as lender and one or more of the Debtors as borrower(s) and including, in particular, those loans as listed in Schedule 1 of the Pledge Agreement from time to time

**Interest** means any interest of any kind whatsoever in or to a partnership or any right to control the voting or other rights attributable to a partnership, disregarding any conditions or restrictions to which the exercise of any right attributed to such interest may be subject

**Links Healthcare REIT** means Links Healthcare REIT Limited, a company incorporated under the laws of Jersey with registered number 112018

**Links Holdings GP** means Links Holdings (GP) Limited, a company incorporated under the laws of Jersey with registered number 111996

**Links Holdings LP** means Links Holdings LP, a limited partnership set up under the laws of Jersey with registered number LP1561 and, where applicable, means Links Holdings LP acting through its general partner Links Holdings GP

**Malay Cos** means:

(a) on the date of the Facility Agreement

(1) Kwasa Links Malaysia One Sdn Bhd, a company incorporated under the laws of Malaysia with registered number 1027420-P,

(11) Kwasa Links Malaysia Two Sdn Bhd, a company incorporated under the laws of Malaysia with registered number 1027422-H,

(111) Kwasa Links Malaysia Three Sdn Bhd, a company

# MG01 – continuation page

Particulars of a mortgage or charge

## 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

incorporated under the laws of Malaysia with registered number 1027425-W,

(iv) Kwasa Links Malaysia Four Sdn Bhd, a company incorporated under the laws of Malaysia with registered number 1027427-U,

(v) Kwasa Links Malaysia Five Sdn Bhd, a company incorporated under the laws of Malaysia with registered number 1027429-D,

(vi) Kwasa Links Malaysia Six Sdn Bhd, a company incorporated under the laws of Malaysia with registered number 1027430-U,

(vii) Kwasa Links Malaysia Seven Sdn Bhd, a company incorporated under the laws of Malaysia with registered number 1027432-D,

(viii) Kwasa Links Malaysia Eight Sdn Bhd, a company incorporated under the laws of Malaysia with registered number 1027434-P, and

(ix) Kwasa Links Malaysia Nine Sdn Bhd, a company incorporated under the laws of Malaysia with registered number 1027435-M, or

(b) any other Subsidiary of the Parent incorporated in Malaysia for the purposes of holdings Interests in Links Holdings LP

**MP Hospital Investment Ltd** means MP Hospital Investments Limited, a company incorporated under the laws of Jersey with registered number 112050

**Novated Borrower** means each Propco which becomes a Novated Borrower in accordance with Clause 26 (Changes to the Obligors) of the Facility Agreement

**Obligor** means a Borrower or a Guarantor

**Original Borrower** means Links Bidco S à r l

**Original Guarantor** means those persons listed in Part 1 of Schedule 1 of the Facility Agreement

**Parent** means Kwasa Global Links Limited, a company incorporated under the laws of Jersey with registered number 112012

**Pledge** means the security interest (pledge - gage) over the Receivables created and constituted by, and in accordance with, the Pledge Agreement

**Propco** has the meaning given to such term in the Facility Agreement



# MG01 – continuation page

## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Short particulars

**Receivables** means any and all present and future receivables, claims, rights, title or monies regardless of their currency or nature (including, without limitation, principal, interest, default interest, commissions, costs and indemnities) whether actual or contingent, whether owed or to be owed jointly and severally and whether subordinated or not, by any Debtor to the Pledgor including, without limitation under or pursuant to, an Intercompany Loan Agreement

**Sculptor Sparrow Investments RE S.a.r.l**, a company incorporated under the laws of Luxembourg having its registered office at 6D, route de Treves, L-2633 Senningerberg, Luxembourg

**Sculptor Sparrow Investments SCA**, a company incorporated under the laws of Luxembourg having its registered office at 6D, route de Treves, L-2633 Senningerberg, Luxembourg

**Secured Party** has the meaning given to such term in the Facility Agreement

**Security Period** means the period beginning on the date of the Pledge Agreement and ending on the date on which all Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

**Subsidiary** has the meaning given to such term in the Facility Agreement

**Target Group** has the meaning given to such term in the Facility Agreement

**Transaction Obligor** has the meaning given to such term in the Facility Agreement



FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

COMPANY NO. 6408979  
CHARGE NO. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A RECEIVABLES PLEDGE  
AGREEMENT DATED 17 JANUARY 2013 AND CREATED BY  
SPIRE PROPERTY 11 LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM EACH TRANSACTION  
OBLIGOR TO ANY SECURED PARTY ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 23 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 JANUARY  
2013



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

10