

194252/1169
MG01

Particulars of a mortgage or charge



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



A38 *A211SM7K* #335
29/01/2013
COMPANIES HOUSE

1 Company details

Company number 0 6 4 0 9 0 0 8

Company name in full SPIRE PROPERTY 13 LIMITED (the "Company")

3 For official use
→ **Filing 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 d 1 d 6 m 0 m 1 y 2 y 0 y 1 y 3

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 DEBENTURE dated 16 January 2013 between the Chargors, the Parent and the Security Agent
(the "Debenture")

4 Amount secured

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

Amount secured All obligations and liabilities as at 16 January 2013 and in the
future (whether actual or contingent, whether owed jointly,
severally or in any other capacity whatsoever and whether
originally incurred by the Obligors or some other person) of the
Obligors to the Secured Parties (or any of them) under each of the
Finance Documents (the "Secured Obligations")

Continued on continuation page

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

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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 THE ROYAL BANK OF SCOTLAND PLC
Address 250 Bishopsgate, London as security agent and trustee for
itself and the other Secured Parties (the "Security Agent")

Postcode E C 2 M 4 A A

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

1 CHARGING CLAUSE

1 1 Fixed Charges

Subject to clause 3 6 (Leases Restricting Charging) of the Debenture, the Company, as security for the payment of the Secured Obligations, has charged in favour of the Security Agent with full title guarantee the following assets, both as at 16 January 2013 and in the future, from time to time owned by it or in which it has an interest

(a)(i) by way of first legal mortgage, all freehold and leasehold property situated in England and Wales (including the property specified in schedule 2 to the Debenture, as set out in schedule 2 hereto) together with all buildings and fixtures (including trade fixtures but excluding any fixtures and fittings belonging to an Occupational Tenant) on that property, and

(ii) by way of first equitable mortgage all the Subsidiary Shares and all corresponding Distribution Rights save (to the extent charged under the Security Interest Agreement) for any Subsidiary Shares owned by Rozier No 1A Limited Partnership,

(b) by way of first fixed charge

(i) all other interests (not charged under clause 3 1(a) of the Debenture, as set out in clause 1 1(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures but excluding any fixtures and fittings belonging to an Occupational Tenant) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,

(ii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,

(iii) all monies standing to the credit of its accounts (including the Blocked Accounts and the Other Accounts) with any bank, financial institution or other person and all rights related to those accounts,

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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

N/A

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

Ashurst LLP

X

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

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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 AMCLAR/LWM/R546 01375/27430078

Company name

Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode

E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included 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 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

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Amount secured

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

Amount secured

NOTE

In this Form MG01

"Account Bank" means The Royal Bank of Scotland plc or any successor bank to which the Accounts are moved under clause 21 16 (Change of Bank Accounts) of each of the Propco Facilities Agreements having in each case a Minimum Account Bank Rating,

"Accounts" means the Accounts as such term is defined in each of the Propco Facilities Agreements,

"Assigned Agreements" means all Lease Documents (other than the Head Leases), the Purchase Documents, the Subordinated Loan Agreements (and the debts represented thereby), the CancerPartners UK Collateral Warranties, the CancerPartnersUK Wave 1 Licences to Underlet (as all such terms are defined in the Propco Facilities Agreements) and the Insurances (and all Assigned Agreements detailed in schedule 3 to any Security Accession Deed) and any agreement designated as an Assigned Agreement by the Parent and the Security Agent,

"Assigned Assets" means the Assigned Agreements, all Rental Income, all Disposal Proceeds and the benefit of all contracts, deeds, licences, undertakings, agreements, consents, authorisations, rights, warranties, securities, covenants (including the title), guarantees, bonds and indemnities or other documents of any nature enjoyed or held by the Company as at 16 January 2013 or at any time and all VAT payable on the same,

"Blocked Accounts" means the accounts listed in part 1 of schedule 4 to the Debenture (or, as the case may be, part 1 of schedule 4 to the relevant Security Accession Deed) and any interest of the Company in any replacement account or any sub division or sub-account of those Accounts,

"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Debenture,

"Chargors" means the Parent, each of the entities listed in schedule 1 to the Debenture, as set out in schedule 1 hereto, and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,

"Declared Default" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under and in accordance with clause 25 2 (Acceleration) of each of the Propco Facilities Agreements,

"Disposal Proceeds" means Disposal Proceeds as such term is defined in each of the Propco Facilities Agreements,

"Distribution Rights" means all dividends, distributions and other income paid or payable on a Subsidiary Share, together with all shares or other property derived from that Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),

"Event of Default" means any event or circumstance specified as such in clause 25 1 (Events of Default) of each of the Propco Facilities Agreements,

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Amount secured

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

Amount secured

"Facility Agent" means The Royal Bank of Scotland plc,

"Finance Documents" means each Propco Facilities Agreement, each Transaction Security Document, the Intercreditor Deed, each Hedging Agreement, each Transfer Certificate, any Fees Letter, the Report Recoveries and Insurance Side Letter, the Opco Enforcement Side Letter, any Compliance Certificate, each Margin Side Letter, any Assignment Agreement, the Opco Indemnity Deed, the Tax Deed, any Accession Letter, the Property Monitoring Agreement, the Utilisation Request (as all such terms are defined in each of the Propco Facilities Agreements) and any other document designated as a Finance Document by the Parent and the Facility Agent,

"Floating Charge Asset" means an asset charged under clause 3 2 (Floating Charge) of the Debenture, as set out in clause 1 2 of this Form MG01,

"Hedging Agreements" means Hedging Agreements as such term is defined in each of the Propco Facilities Agreements,

"Insurances" means all policies of insurance and all proceeds of them either as at 16 January 2013 or in the future held by, or written in favour of, the Company or in which it is otherwise interested to the extent of its interest, but excluding any third party liability or public liability insurance and any directors and officers insurance,

"LP2" means Rozier No 2 Limited Partnership, a limited partnership registered in Guernsey with registered number 894 acting by its general partner LP2 General Partner, established under the laws of the Island of Guernsey pursuant to the LP2 Limited Partnership Agreement (as such term is defined in each of the Propco Facilities Agreements,

"LP2 General Partner" means Rozier (GP2) Limited, a company incorporated in Guernsey with registered number 47587,

"Minimum Account Bank Rating" means a minimum short term unsecured debt instrument rating of at least "A-1+" by S&P, "P-1" by Moody's and "F1" by Fitch and a minimum long term unsecured debt instrument rating of at least "A1" by Moody's and "A1" by Fitch,

"Obligors" means Obligors as such term is defined in each of the Propco Cash Pay Facilities Agreement and the Propco PIK Facility Agreement,

"Occupational Lease" means any occupational lease or licence or other right of occupation to which a Property is (or is to be) subject,

"Occupational Tenant" means the tenant, licensee or other occupier under an Occupational Lease,

"Other Accounts" means the accounts specified in part 2 of schedule 4 to the Debenture (or, as the case may be, part 2 of schedule 4 to the relevant Security Accession Deed) and any interest of the Company in any replacement account or any sub division or sub-account of those Accounts,

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Parent" means Rozier No 1A Limited Partnership, a limited partnership registered in Guernsey under the Limited Partnership (Guernsey) Law 1995 (as amended) with registered number 935 acting by its general partner, Rozier (GP1A) Limited, (a limited company registered in Guernsey with registered number 48005) pursuant to the LP1A Limited Partnership Agreement as parent ,</p> <p>"Propco Cash Pay Facilities Agreement" means the propco cash pay facilities agreement dated 25 September 2008 (as amended and restated) between (amongst others) (1) the Parent, (2) the Borrowers and the Guarantors named in that agreement (and as such terms are defined therein), (3) the Lenders (as such term is defined therein), (4) the Facility Agent and (5) the Security Agent,</p> <p>"Propco Facilities Agreements" means the Propco Cash Pay Facilities Agreement and the Propco PIK Facility Agreement,</p> <p>"Propco PIK Facility Agreement" means the Propco PIK Facility Agreement dated 25 September 2008 (as amended and restated) and made between (amongst others) (1) the Parent, (2) the Borrowers and the Guarantors named in that agreement (and as such terms are defined therein), (3) the Lenders (as such term is defined therein), (4) the Facility Agent and (5) the Security Agent,</p> <p>"Property" means each of the properties listed in part 1 of schedule 2 to the Debenture, as set out in schedule 2 hereto,</p> <p>"Quoted Eurobond" means the amounts owing to Rozier Finco Limited (Guernsey Co No 48039) by Spire UK Holdco 1A Limited (formerly known as Spire Healthcare Group UK Limited), Spire UK Holdco 2A Limited and Spire UK Holdco 3A Limited pursuant to an investor loan note instrument constituting unsecured subordinated loan notes dated 16 January 2013 and any ancillary documentation in relation thereto,</p> <p>"Receiver" means a receiver and manager or (if the Security Agents so specifies in the relevant appointment) receiver in each case appointed under the Debenture,</p> <p>"Rental Income" means Rental Income as such term is defined in each of the Propco Facilities Agreements,</p> <p>"Secured Parties" means the Secured Parties as such term is defined in each of the Propco Facilities Agreements,</p> <p>"Security" means a mortgage, charge, standard security, pledge, lien, assignment, assignment in security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>"Security Accession Deed" means a deed executed by an entity substantially in the form set out in schedule 6 to the Debenture, with those amendments which the Security Agent may approve or reasonably require,</p> <p>"Security Interest Agreement" means each of</p> <p>(a) the security interest agreement in the agreed form to be granted by the Parent in favour of the Security Agent over all its rights, title and interests as a limited partner in LP2, and</p>	

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Amount secured

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

Amount secured

(b) the security interest agreement in the agreed form to be granted by the Parent in favour of the Security Agent over all of the shares in LP2 General Partner,

"Subsidiary" means Subsidiary as such term is defined in the Propco Facilities Agreements, and

"Subsidiary Shares" means all the shares owned by the Company in its Subsidiaries including those listed in part 2 of schedule 2 to the Debenture, as set out in schedule 3 hereto, other than any shares owned by the Parent in Rozier Finco Limited (Guernsey Co No 48039)

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(iv) its rights as at 16 January 2013 and in the future to recover VAT on any supplies made to it relating to the Property and any sums so recovered,</p> <p>(v) all rights and interest in the Hedging Agreements,</p> <p>(vi) the benefit of all consents and agreements held by it in connection with its business or the use of any of its assets,</p> <p>(vii) its goodwill and uncalled capital, and</p> <p>(viii) if not effectively assigned by clause 3 3 (Security Assignment) of the Debenture, as set out in clause 1 3 below, all its rights and interests in (and claims under) the Assigned Assets,</p> <p>provided that nothing in clause 3 (Charging Clause) of the Debenture, as set out in clause 1 of this Form MG01 created any security over or in respect of the Quoted Eurobond</p> <p>1 2 Floating Charge</p> <p>As further security for the payment of the Secured Obligations, the Company has charged with full title guarantee in favour of the Security Agent by way of first floating charge all its assets as at 16 January 2013 and in the future not effectively charged by way of first fixed charge and/or mortgaged under clause 3 1 (Fixed Charges) of the Debenture, as set out in clause 1 1 above, or assigned under clause 3 3 (Security Assignment) of the Debenture, as set out in clause 1 3 below, including heritable property and all other assets in Scotland</p> <p>1 3 Security Assignment</p> <p>(a) As further security for the payment of the Secured Obligations, the Company, subject to a proviso for reassignment on redemption, has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Assets provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of the Company re-assign the Assigned Assets to the Company (or as it shall direct)</p> <p>(b) Subject to clause 3 3(c) of the Debenture, as set out in clause 1 3(c) below, and to clause 8 4 (Assigned Agreements) of the Debenture, until the occurrence of an Event of Default the Company may continue to deal with the counterparties to the relevant Assigned Assets</p> <p>(c) Until notice has been given by the Security Agent to the Account Bank pursuant to clause 21 15 (Restrictions on Withdrawals) of the Propco Facilities Agreements, but subject to clause 8 4 (Assigned Agreements) of the Debenture, the Company may continue to deal with the counterparties to the Blocked Accounts and the Other Accounts</p> <p>1 4 Conversion of Floating Charge</p> <p>If</p> <p>(a) a Declared Default has occurred, or</p> <p>(b) the Security Agent is of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,</p>	

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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

the Security Agent may, by notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards those assets which it specifies in the notice. The Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires.

1.5 Automatic Conversion of Floating Charge

If the Company creates (or purports to create) any Security (except as permitted by the Propco Facilities Agreements or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset.

2 FURTHER ASSURANCE

2.1 General

(a) The Company shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)).

(i) to perfect the Security created or intended to be created under or evidenced by the Debenture or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to the Debenture or by law,

(ii) to confer on the Security Agent or on the Secured Parties security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture,

(iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Debenture, and/or

(iv) to execute such documents and take such action as the Security Agent may require in order to create a standard security over heritable or leasehold property in Scotland or a floating charge over assets in Scotland and/or create any other effective security over any other assets having equivalent or similar effect to any charge or security created under the Debenture.

(b) The Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Debenture.

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

3 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Company shall not

(a) create or agree to create or permit to subsist any Security over all or any part of the Charged Property,

(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or

(c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as permitted by the Finance Documents, or with the prior consent of the Security Agent

SCHEDULES

SCHEDULE 1

The Chargors

Name	Registered number
Spire Property 1 Limited	06408718
Spire Property 2 Limited	06408724
Spire Property 3 Limited	06408833
Spire Property 4 Limited	06408872
Spire Property 5 Limited	06408908
Spire Property 6 Limited	06408930
Spire Property 7 Limited	06408940
Spire Property 8 Limited	06408957
Spire Property 9 Limited	06408967
Spire Property 10 Limited	06408969
Spire Property 11 Limited	06408979
Spire Property 12 Limited	06408983
Spire Property 13 Limited	06409008
Spire Property 14 Limited	06409041
Spire Property 15 Limited	06409057
Spire Property 16 Limited	06409066
Spire Property 17 Limited	06409113
Spire Property 18 Limited	06409117
Spire Property 19 Limited	06409119
Spire Property 20 Limited	06409125
Spire Property 21 Limited	06409126
Spire Property 22 Limited	06409131
Spire Property 23 Limited	06409139
Spire Property 24 Limited	06409147
Spire UK Holdco 1A Limited	06342683

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Name	Registered number
Spire UK Holdco 1B Limited	06342675
Spire UK Holdco 2A Limited	06672035
Spire UK Holdco 3A Limited	06676667
Spire UK Holdco 4 Limited	06342689
Spire UK Holdco 5 Limited	06342691
Spire Links 1 Limited	08286003
Spire Links 2 Limited	08286008
Rozier No 2 Limited Partnership	894 (Guernsey)
Rozier No 1A Limited Partnership	935 (Guernsey)

SCHEDULE 2 Details of Properties

Part A - Details of Freehold Properties

Name of registered proprietor	Spire Property 13 Limited
Property	Spire Norwich Hospital, Old Watton Road, Colney, Norwich, NR4 7TA
Title Number	NK127079

Part B - Details of Leasehold Properties

None as at 16 January 2013

SCHEDULE 3 Subsidiary Shares

None as at 16 January 2013



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6409008
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 16 JANUARY
2013 AND CREATED BY SPIRE PROPERTY 13 LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE OF THE
OBLIGORS TO THE SECURED PARTIES (OR ANY OF THEM) 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 29 JANUARY
2013**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 JANUARY
2013**

dx



Companies House



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