

MG01

Particulars of a mortgage or charge



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**iris**  
LASERFORM

**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  
particulars of a charge for a  
company. To do this, please  
form MG01s

WEDNESDAY



A12 \*A20OWCTK\* #246  
23/01/2013  
COMPANIES HOUSE

For official use

1

**Company details**

Company number 0 6 4 0 9 1 3 1

Company name in full Spire Property 22 Limited (the **Chargor**)

→ **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 Debenture dated 17 January 2013 between, among others, the **Chargor** and  
Standard Chartered Bank (the **Security Agent**) as agent and trustee for the  
Secured Parties (as defined below) (the **Security 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  
Security Agreement contravening Sections 678 or 679  
of the Companies Act 2006 (the **Secured  
Liabilities**)

**Continuation page**

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

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## 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

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## 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

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## 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/0013035-0000944

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region England

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 2393



### 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)

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## Particulars of a mortgage or charge

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### 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 SECURITY

##### 1.1 General

- (a) All the security created under the Security Agreement
  - (i) is created in favour of the Security Agent,
  - (ii) is created over present and future assets of the 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 the security created under the Security Agreement on trust for the Secured Parties

##### 1.2 Land

- (a) The Chargor charges
  - (i) By way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it (if any) specified in Part 1 of Schedule 2 (Real Property) of the Security Agreement, and
  - (ii) (to the extent that they are not either the subject of a mortgage under sub-paragraph (i) above or freehold, feuhold or leasehold property in Scotland) 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.

##### 1.3 Securities

- (a) The Chargor charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities

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

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Short particulars

and investments owned by it or held by any nominee on its behalf; including without limitation the shares in the members of the Group held by it as specified in Part 2 of Schedule 2 (Shares) of the Security Agreement

(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.

#### 1.4 Plant and machinery

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

#### 1.5 Credit balances

The 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 without limitation (i) any account specified in Part 3 of Schedule 2 (Accounts) of the Security Agreement, (ii) each Account, and (iii) any other account contemplated by the Facility Agreement or the Security Agreement) it has with any person and the debt represented by it

#### 1.6 Book debts etc.

The 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

#### 1.7 Insurances

The Chargor assigns by way of security, subject to a proviso for re-assignment on redemption

(a) all of its rights under any contract of insurance (including without limitation any contract of insurance specified in Part

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Short particulars

4 of Schedule 2 (Insurance) of the Security Agreement) taken out by it or on its behalf or in which it has an interest, and

(b) all monies payable and all monies paid to it under or in respect of all such contracts of insurance

#### 1.8 Hedging

The Chargor assigns by way of security, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Agreements.

#### 1.9 Relevant Contracts

The Chargor assigns by way of security, subject to a proviso for re-assignment on redemption, all of its rights

- (a) under each Lease Document,
- (b) under each Call Option Document,
- (c) under each Acquisition Agreement,
- (d) in respect of all Rental Income,
- (e) under any guarantee of Rental Income contained in or relating to any Lease Documents,
- (f) under each appointment of an Asset Manager;
- (g) under any agreement relating to the purchase of a Property by the Chargor,
- (h) under any loan made by it to any member of the Group and any intercompany loan, including without limitation the intercompany loans (if any) specified in Part 6 of Schedule 2 (Intercompany Loans) of the Security Agreement, and
- (i) under any other agreement (including without limitation any contract specified in Part 5 of Schedule 2 (Relevant Contracts) of the Security 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 1 9),

(the Relevant Contracts)

#### 1.10 Miscellaneous

The Chargor charges by way of first fixed charge

- (a) its goodwill,

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Short particulars	<p>(b) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset,</p> <p>(c) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (b) above, and</p> <p>(d) its uncalled capital</p> <p><b>1.11 Floating Charge</b></p> <p>(a) The Chargor charges by way of a first floating charge</p> <p>(i) all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause (including, without limitation all its rights under the Investment Deed and the Kwasa Side Letter), and</p> <p>(ii) whether or not so effectively mortgaged, charged or assigned all its assets situated in Scotland or otherwise governed by Scots law</p> <p>(b) Except as provided below, the Security Agent may be written notice to the Chargor convert the floating charge created by this Subclause into a fixed charge as regards any of the Chargor's assets specified in that notice, if</p> <p>(i) an Event of Default has occurred and is continuing, or</p> <p>(ii) the Security Agent 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</p> <p>(c) The floating charge created by this Subclause may not be converted into a fixed charge solely by reason of</p> <p>(i) the obtaining of a moratorium, or</p> <p>(ii) anything done with a view to obtaining a moratorium,</p> <p>under Section 1A of the Insolvency Act 1986</p> <p>(d) The floating charge created by this Subclause will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator</p>	



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Please give the short particulars of the property mortgaged or charged

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- (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

#### 2. RESTRICTIONS ON DEALINGS

##### 2.1 Security

- (a) Except as expressly allowed in the Facility Agreement, the Chargor may not create or permit to subsist any Security Interest on any Security Asset
- (b) No Security Interest other than the Security created by the Security Agreement may be created or permitted to subsist by the Chargor over its rights under the Investment Deed and the Kwasa Side Letter

##### 2.2 Disposals

Except as expressly allowed in the Facility Agreement, the Chargor may not 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 the Security Agreement

#### 3. SHARES

##### 3.1 Changes to rights

The Chargor may not 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

##### 3.2 Voting Rights

- (a) Before the Security created under the Security Agreement becomes enforceable
- (1) 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 the Chargor may direct in writing, and
- (11) all dividends or other income paid or payable in relation to any Investments must be applied in accordance with Clause 22 15 (Dividends and share redemption) of the Facility Agreement
- (b) The Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of

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

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Short particulars

the Security Agent acting in respect of the Investments as permitted by this Security Agreement on the direction of the Chargor

(c) After the Security created under the Security Agreement has become enforceable

(1) the Security Agent may exercise (in the name of the Chargor and without any further consent or authority on the part of the 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, and

(11) all dividends or other income paid or payable in relation to any of the Investments must be applied in accordance with the provisions of the Subordination Agreement

In this MG01

**Accession Deed** has the meaning given to that term in the Facility Agreement

**Account** means any Cure Account, the Debt Service Reserve Account, the Deposit Account, the Disposals Account, the Investment Proceeds Account, the General Account, the Rent Account or from the date on which Links Healthcare REIT accedes to the Facility Agreement as an Additional Guarantor, the REIT Account

**Acquisition Agreement** means the share purchase agreement dated on or about the date of the Facility Agreement relating to the sale and purchase of the Target Shares and made between the Company, the Vendors and the Vendors' Guarantor

**Additional Guarantor** means each 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

**Additional Property** has the meaning given to that term in the Facility Agreement

**Agent** means Standard Chartered Bank

**Agreement for Lease** has the meaning given to that term in the Facility Agreement

**Arranger** means Standard Chartered Bank

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Please give the short particulars of the property mortgaged or charged

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**Asset Manager** means Moor Park Capital Partners LLP or any other asset manager appointed by the Company of MP Links Advisors, in each case, in respect of the management obligations under appendix VII of the Investment Advisory Agreement in relation to a Property in accordance with Clause 23 9 (Asset Manager) of the Facility Agreement

**Borrower** means an Original Borrower or a Novated Borrower unless, in each case, it has ceased to be a Borrower in accordance with Clause 27 (Changes to the Obligors) of the Facility Agreement

**Call Option Documents** mean, in respect of each Original Property

- (a) any restated call option agreement between the Operating Company as tenant and the Propco listed in schedule 1 thereto as the landlord,
- (b) any restated call option intercreditor agreement between the Operating Company as tenant and Propco listed in schedule 1 thereto as the landlord and The Royal Bank of Scotland plc as Opco Security Agent (as defined therein), and
- (c) any restated call option charge deed between the Operating Company as charger and the Propco listed in schedule 1 thereto as the landlord

**Company** means Links Bidco S àrl , a private limited liability company (société à responsabilité limitée) incorporated under the laws of Luxembourg and having its registered office at 2 Boulevard Konrad Adenaur, 1115 Luxembourg with registration number B173566 and a share capital of GBP10,178

**Compliance Certificate** has the meaning given to that term in the Facility Agreement

**Cure Account** has the meaning given to that term in the Facility Agreement

**Debt Service Reserve Account** has the meaning given to that term in the Facility Agreement

**Deed of Variation** has the meaning given to that term in the Facility Agreement

**Delegate** means any delegate, agent, attorney or co-trustee appointed by the Security Agent

**Deposit Account** has the meaning given to that term in the Facility Agreement

**Disposals Account** has the meaning given to that term in the Facility Agreement

**EPF** means the Employees Provident Fund Board of Malaysia

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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

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**EPF Transaction Document** has the meaning given to that term in the Facility Agreement

**Event of Default** means any event or circumstance specified as such in Clause 24 (Events of Default) of the Facility Agreement

**Facility** means the term loan facility made available under the Facility Agreement as described in Clause 2 (The Facility) of the Facility Agreement

**Facility Agreement** means the £405,000,000 senior secured bridge facility agreement dated on or around the date of the Security Agreement between (among others) the Chargor and the Security Agent.

**Fee Letter** has the meaning given to that term in the Facility Agreement

**Finance Documents** mean the Facility Agreement, any Accession Deed, any Compliance Certificate, any Fee Letter, the Second Implementation Agreement, any Hedging Agreement, the Subordination Agreement, the Resignation Letter, any Transaction Security Document, and Utilisation Request, any Hedge Counterparty Accession Agreement, any Novation Deed or any other document designated as such by the Agent and the Company **provided that** for the purposes of Clause 24 (Events of Default) of the Facility Agreement, the term "Finance Document" shall include an EPF Transaction Document

**Finance Party** means the Agent, the Arranger, the Security Agent, a Lender or a Hedge Counterparty

**Forced Disposal Side Letter** has the meaning given to that term in the Facility Agreement

**Funds Flow Statement** means a funds flow statement as produced by Deloitte LLP as part of their Tax Structure Paper

**General Account** has the meaning given to that term in the Facility Agreement

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

**Group** means the Parent, the Target and each of their respective Subsidiaries for the time being.

**Head Lease** means a lease under which a Propco holds title to any part of a Property save in relation to the Property at Leicester referred to in Part 4 of Schedule 1 (The Original Parties and Properties) of the Facility Agreement

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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	<p><b>Hedge Counterparty Accession Agreement</b> has the meaning given to that term in the Facility Agreement</p> <p><b>Hedge Counterparty</b> means</p> <ul style="list-style-type: none"> <li>(a) the Original Hedge Counterparty, and</li> <li>(b) any entity which has become a Party as a Hedge Counterparty in accordance with Clause 25.8 (Additional Hedge Counterparties) of the Facility Agreement</li> </ul> <p><b>Hedging Agreements</b> means any master agreement, confirmation, transaction, schedule or other agreement in agreed form entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging interest payable under, the Facility Agreement or in respect of the Take-Out Financing</p> <p><b>Information Side Letter</b> has the meaning given to that term in the Facility Agreement.</p> <p><b>Interest</b> means an interest of any kind whatsoever in or to a partnership or any right to control the voting or other rights attributable to any partnership, disregarding any conditions or restrictions to which the exercise of any right attributed to such interest may be subject</p> <p><b>Investment Advisory Agreement</b> has the meaning given to that term in the Facility Agreement</p> <p><b>Investment Deed</b> means the investment deed in the agreed form dated on or about the date of the Facility Agreement and entered into between EPF and the Parent</p> <p><b>Investment Proceeds Account</b> has the meaning given to that term in the Facility Agreement</p> <p><b>Investments</b> mean</p> <ul style="list-style-type: none"> <li>(a) all shares, stocks, debentures, bonds or other securities and investments included in the definition of Security Assets,</li> <li>(b) any dividend or interest paid or payable in relation to any of the above, and</li> <li>(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</li> </ul> <p><b>Kwasa</b> means Kwasa Global (Jersey) Limited, a company incorporated under the laws of Jersey with registered number 106665</p>	

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

Please give the short particulars of the property mortgaged or charged

Short particulars

**Kwasa Side Letter** means the agreement in the agreed form dated on or about the date of the Facility Agreement between Kwasa, the Agent, the Parent and EPF

**Lease Document** means

- (d) an Agreement for Lease (if any),
- (e) an Occupational Lease,
- (f) a Forced Disposal Side Letter,
- (g) an Information Side Letter,
- (h) a Deed of Variation, or
- (i) any other document designation as such by the Agent and the Company

**Lender** means

- (a) the Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 25 (Changes to the Lenders) of the Facility Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of the Facility Agreement

**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

**Loans** means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan

**Malay Cos** has the meaning given to that term in the Facility Agreement

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

**MP Links Advisors** means MP Links Advisors Limited, a company incorporated under the laws of Jersey with registered number 112048

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## Particulars of a mortgage or charge

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

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**New Property** has the meaning given to that term in the Facility Agreement

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

**Novation Deed** has the meaning given to that term in the Facility Agreement

**Obligor** means a Borrower or a Guarantor

**Occupational Lease** has the meaning given to that term in the Facility Agreement

**Operating Company** has the meaning given to that term in the Facility Agreement

**Original Borrower** means the Company

**Original Guarantor** means those persons listed in Part 1 of Schedule 1 (The Original Obligors) of the Facility Agreement as original guarantors

**Original Hedge Counterparty** has the meaning given to that term in the Facility Agreement

**Original Lender** means the financial institution listed in Part 2 of Schedule 1 (The Original Lenders) of the Facility Agreement as lender

**Original Property** means each property listed in Part 4 of Schedule 1 (The Original Properties) of the Facility Agreement as described in the Transaction Security Document and, where the context so requires, includes the buildings on that Original Property

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

**Party** means a party to the Facility Agreement

**Promote Partner** means Seymour Street Partners LP, a limited partnership established under the laws of Jersey with registered number 1572 and its registered address at St Paul's Gate, New Street, St Helier, Jersey, JE4 8ZB, Channel Islands, and, where applicable, means Seymour Street Partners LP acting through its general partner Seymour Street GP Limited, a company incorporated under the laws of Jersey with registered number 112114 and its registered address at St Paul's Gate, New Street, St Helier, Jersey, JE4 8ZB, Channel Islands

**Propco** means any member of the Group that owns a Property

**Property** means an Original Property, an Additional Property or a New Property

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**Receiver** has the meaning given to that term in the Facility Agreement

**REIT Account** has the meaning given to that term in the Facility Agreement

**Rent Account** has the meaning given to that term in the Facility Agreement

**Rental Income** means the aggregate of all amounts paid or payable to or for the account of any Propco in connection with the letting, licence or grant of other rights of use or occupation of all or any part of a Property, including each of the following amounts

- (a) rent, licence fees and equivalent amounts paid or payable,
- (b) any sum received or receivable from any deposit held as security for the performance of any tenant's obligations,
- (c) a sum equal to any apportionment of rent allowed in favour of a Propco (save as provided in the Funds Flow Statement), if any,
- (d) any other moneys paid or payable to a Propco in respect of occupation and/or usage of that Property and any fixture and fitting on that Property including any fixture or fitting on that Property for display or advertisement, on licence or otherwise,
- (e) any sum paid or payable under any policy of insurance maintained by a Propco in respect of loss of rent or interest on rent,
- (f) any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement or extension of any Lease Document,
- (g) any sum paid or payable by or distribution received or receivable from any guarantor of any occupational tenant under any Lease Document other than any sum or distribution that equates to a Tenant Contribution;
- (h) any Tenant Contributions (or any payment that equates to a Tenant Contribution) from any guarantor or any occupational tenant under any Lease Document),
- (i) any contribution made pursuant to an Occupational Lease to rent due under any Head Lease,
- (j) any Service Charge Proceeds,
- (k) any amount paid or payable by a guarantor in respect of any sum as set out in paragraphs (a) to (j) above; and
- (l) any interest paid or payable to a Propco, and any damages, compensation or settlement paid or payable in respect of, any sum



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referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by a Propco

**Resignation Letter** has the meaning given to that term in the Facility Agreement

**Second Implementation Agreement** has the meaning given to that term in the Facility Agreement

**Secured Parties** means each Finance Party from time to time party to the Facility Agreement, any Receiver or Delegate

**Security** means a mortgage, charge, standard security, assignment in security, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**Security Assets** means all the assets of the Chargor which are the subject to any security created by or pursuant to the Security Agreement

**Security Interest** means a mortgage, charge, standard security, assignment in security, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect

**Service Charge Proceeds** has the meaning given to that term in the Facility Agreement

**Sparrow Luxembourg** means each of

- (a) 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, and
- (b) 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

**Subordination Agreement** means the subordination agreement dated the same date as the Facility Agreement and made between, among others, the Parent, the Company, the Debtors (as defined in the Subordination Agreement), Standard Chartered Bank as Security Agent, the Lenders, the Arranger and the Intercompany Creditors (as defined in the Subordination Agreement)

**Subsidiary** means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50% of the voting capital or similar right of ownership and **control** for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise

**Take-Out Financing** means the financing to be entered into by the Propcos

# 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

and to be provided by the Original Lender for the purposes of refinancing the Loans

**Target** means each of Spire UK HoldCo 1A Ltd and Spire UK HoldCo 3A Ltd, each a company incorporated under the laws of England and Wales with registered numbers 06342683 and 06676667

**Target Group** means the Target and its Subsidiaries

**Target Shares** means all the shares in Target

**Tax Structure Paper** means the tax structure paper dated on or about the date of the Facility Agreement and prepared by Deloitte

**Tenant Contributions** has the meaning given to that term in the Facility Agreement

**Transaction Obligor** means

- (a) an Obligor;
- (b) Kwasu,
- (c) EPF,
- (d) MP Hospital Investments,
- (e) Sparrow Luxembourg,
- (f) the Promote Partner; and
- (g) any other person that creates or expresses to create Security under any Transaction Security Document

**Transaction Security Document** means each of the documents listed as being a Transaction Security Document in paragraph 7(1) of Part 1 of Schedule 2 (Conditions Precedent to the Utilisation) of the Facility Agreement, each of the documents listed as being a Transaction Security Document under paragraph 9 or Part 2 of Schedule 2 (Conditions Precedent Documents required to be delivered by an Additional Obligor) of the Facility Agreement and any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents

**Utilisation Request** has the meaning given to that term in the Facility Agreement.

**Vendors** means each of:

- (a) Rozler No 2 Limited Partnership, a limited liability partnership

## 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

registered in Guernsey with registration number 894 (acting by its general partner Rozier (GP2) Limited), and

- (b) Spire UK Holdco 6, an unlimited company incorporated in England and Wales with registered number 06342688

**Vendors' Guarantor** means Spire Healthcare Limited Partnership, a limited partnership registered in Guernsey with registration number 893 (acting by its general partner Rozier (CP1) Limited)



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

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

**COMPANY NO. 6409131  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 17 JANUARY  
2013 AND CREATED BY SPIRE PROPERTY 22 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 25 JANUARY  
2013



**Companies House**



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