

M**COMPANIES FORM No. 395****Particulars of a mortgage or charge**

410462/13

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

15

06409147

Name of company

* Spire Property 24 Limited (the "Chargor")

Date of creation of the charge

25 September 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Agreement containing Assignment of Rents

Amount secured by the mortgage or charge

the Secured Obligations as defined in a Debenture between 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) a limited company registered in Guernsey with registered number 48005 pursuant to the Limited Partnership Agreement as parent (the "Parent"), the entities in Schedule 1 to the Debenture (which include the Company) as chargors and The Royal Bank of Scotland plc as security agent and trustee for itself and the other Secured Parties (as defined in the Debenture) dated on or about the date of the Standard Security as amended or restated from time to time (the Debenture")

being

all present and future obligations and liabilities (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

See paper apart for definitions

Names and addresses of the mortgagees or persons entitled to the charge

The Royal Bank of Scotland plc, 135 Bishopsgate, London
as security agent and trustee for itself and the other Secured Parties
under and as defined in the Debenture

Postcode

Presentor's name address and
reference (if any) SMN/AZC

McGrigors LLP
PACIFIC HOUSE
70 WELLINGTON STREET
GLASGOW
G2 6SB

For official Use (06/2005)
Mortgage Section

Post room

Time critical reference

FRIDAY



A65

03/10/2008

COMPANIES HOUSE

105

Short particulars of all the property mortgaged or charged

The Rental Income from the property forming Spire Murrayfield hospital, 118 Corstorphine Road, Edinburgh

"Rental Income" means the aggregate of all amounts paid or payable to or for the benefit or account of an Obligor in connection with the letting, licensing, use or occupation of any Property, including (without double counting)

- (a) rent or/and licence fees (and any amount equivalent to the same) payable, whether they are variable or not and however or whenever they are described, reserved or made payable,
- (b) any increase of rent payable by virtue of an offer falling within the proviso to section 3(1) of the Landlord and Tenant Act 1927,
- (c) any rent payable by virtue of a determination made by the court under section 24(A) of the Landlord and Tenant Act 1954 or by virtue of a determination or award made by an arbitrator or expert appointed to determine rent on review under any Occupational Lease,

See paper apart for continuation of definition of Rental income and for other definitions

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

None

Signed

Catherine Hume

Date *21/08/08*

On behalf of ~~Company~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situated in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

**Paper Apart to Form 395
Spire Property 24 Limited (Registered Number 06409147)**

**Paper apart in relation to Agreement containing assignation of rents granted by the Company
in favour of The Royal Bank of Scotland plc as security agent and trustee for itself and the other
Secured Parties**

Definition of Rental Income (contd)

- (d) a sum equal to any payments made in respect of apportionments of rent allowed in favour of an Obligor under any contract for the purchase of any Property,
- (e) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for any items in (a) to (d),
- (f) any other moneys payable in respect of occupation and/or usage of any Property (including usage of fixtures and fittings therein) for display or advertisement, on licence or otherwise,
- (g) any damages, compensation, settlement or expenses for or representing loss of rent or interest on rent awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, any Obligor from any party) in furtherance of those proceedings or claims,
- (h) any moneys paid or payable under any policy of insurance in respect of loss of rent or interest on rent,
- (i) any moneys paid or payable or the value of consideration given for the grant, surrender or variation of any Occupational Lease but excluding any such sum payable or consideration to be given relating to the repair, restoration or reinstatement of the Property,
- (j) any moneys paid for a breach of the covenant to pay the principal rent due under any Occupational Lease or other breach of covenant or dilapidations and for expenses incurred in relation to any such breach,
- (k) any contribution by an Occupational Tenant of a Property to ground rent due under any Head Lease out of which an Obligor derive(s) its/their interest in a Property,
- (l) Service Charge Expenses,
- (m) any sum payable in respect of any sum referred to in paragraphs (a) to (k) (inclusive) above by any guarantor or other surety of any Occupational Tenant,
- (n) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same, and
- (o) any value added tax on any sum mentioned in this definition

Properties include the property forming Spire Murrayfield Hospital, 118 Corstorphine Road, Edinburgh

Other Definitions

Borrowers means the companies listed in Part 1 of Schedule 1 to the Propco Cash Pay Facilities Agreement

Facility Agent means The Royal Bank of Scotland plc as facility agent of the other Secured Parties

"Finance Documents" means

- (a) each Propco Facilities Agreement,
- (b) each Transaction Security Document,
- (c) the Intercreditor Deed,
- (d) each Hedging Agreement,
- (e) each Transfer Certificate,
- (f) any Fees Letter,
- (g) the Report Recoveries and Insurance Side Letter,
- (h) the Opco Enforcement Side Letter,
- (i) any Compliance Certificate,
- (j) each Margin Side Letter,
- (k) any Assignment agreement,
- (l) the Opco Indemnity Agreement,
- (m) the Tax Deed,
- (n) any Accession Letter,
- (o) the Property Monitoring Agreement,
- (p) the Utilisation Request, and
- (q) any other document designated as a Finance Document by the Parent and the Facility Agent,

each of (b) to (q) as defined in each of the Propco Cash Pay Facilities Agreement and the Propco PIK Facility Agreement,

Obligors has the meaning given to that term 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

Propco Cash Pay Facilities Agreement means the Propco Cash Pay Facilities Agreement dated on or around the date of the Debenture made between (amongst others) (1) the Parent, (2) the Borrowers and the Guarantors named in that agreement, (3) the Lenders (as defined therein), (4) the Facility Agent (as defined therein) and (5) the Security Agent

Propco Facilities Agreements means the Propco Cash Pay Facilities Agreement and the Propco PIK Facility Agreement

Propco PIK Facility Agreement means the PIK Facility Agreement dated on or about the date of the Propco Cash Pay Facilities Agreement between amongst others (1) the Parent, (2) the Borrowers and the Guarantors named in that agreement, (3) the Lenders (as defined therein), (4) the Facility Agent (as defined therein) and (5) the Security Agent

Security Agent means The Royal Bank of Scotland plc as security agent and trustee for itself and the other Secured Parties

"Secured Parties" means the Finance Parties as defined in each of the Propco Cash Pay Facilities Agreement and the Propco PIK Facility Agreement

Service Charge Expenses means the following

- (a) those amounts (if any) paid or payable to an Obligor from any Occupational Tenants or other occupiers of a Property by way of contribution to insurance premiums and the cost of insurance valuations or by way of service charges, including charges for gas, electricity, water, telephone or similar services, in respect of costs incurred or to be incurred by an Obligor under any management, maintenance, repair or similar obligation or in providing services to that tenant or occupier of a Property,
- (b) any contribution to a sinking fund paid or payable by any Occupational Tenant or other occupier of a Property,
- (c) any sum paid or payable by, or receivable from, a tenant of a Property for a breach of covenant under its Occupational Lease to or for expenses incurred by or on behalf of an Obligor where such amount is applied by that Obligor in remedying such breach or discharging such expenses, and
- (d) any withholding or deduction on account of tax or any value added tax or similar taxes which are payable or for which an Obligor has to account in connection with any of the items listed in paragraphs (a) to (c) (inclusive) above,

In this paper apart or the Form 395 to which it relates, a reference to (or to any specified provision of) any agreement or document is to be construed as a reference to that agreement or document (or that provision) as it may be amended or novated from time to time, but excluding for this purpose any amendment or novation made which is contrary to any provision of any Finance Document

In this paper apart or the Form 395 to which it relates, a reference to a person is, where relevant, deemed to be a reference to or to include, as appropriate that person's successors and permitted assignees or transferees

3 *Katharine Hardie*
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for M'Graw Hill



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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY NO. 6409147
CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN AGREEMENT CONTAINING
ASSIGNATION IF RENTS DATED 25 SEPTEMBER 2008 AND
CREATED BY SPIRE PROPERTY 24 LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGOR
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 XII OF THE COMPANIES ACT 1985 ON THE 3 OCTOBER
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 OCTOBER 2008

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES