

MG02

Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

☐ **What this form is for**
You cannot use this form to register
a statement of satisfaction in full or in
part of a fixed charge or a company registered
do this, please use form

FRIDAY



SCT 22/03/2013 #724
COMPANIES HOUSE

e

1 Company details

Company number 06409147
Company name in full LINKS PROPERTY 24 LIMITED (the "Assignor")

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 Creation of charge

Date charge created 22/03/2013

Description 1 Assignment of Rents

Date of registration 23/03/2013

1 You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'

2 The date of registration may be
confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name STANDARD CHARTERED BANK of 1 Aldermanbury Square,
Address London for itself and as security trustee for the Secured Parties
(the "Security Agent")

Postcode EC2V 7SB

Name

Address

Postcode

Name

Address

Postcode

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

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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

Please see continuation page entitled "Short particulars of all the property mortgaged or charged"

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has
been paid or satisfied ①

- ☒ In full
☐ In part

① Please tick one box only

6

Signature

Please sign the form here

Signature

Signature

X

U. Wersah

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. The contact information you give will be visible to searchers of the public record.

Contact name

Company name **Burness Paul & Williamsons LLP**

Address **50 Lothian Road**

Festival Square

Post town **Edinburgh**

County/Region

Postcode **E H 3 9 W J**

Country **UK**

DX **DX ED73, Edinburgh**

Telephone



Important information

Please note that all information on this form will appear on the public record.



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



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 completed the charge details in Section 2.
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form



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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Short particulars

The Assignor as security for the payment, discharge and performance of all the Secured Liabilities assigned to and in favour of the Security Agent its whole entitlement to receive the Rental Income from the Tenants, the Rental Income Guarantor and from any other relevant third party (as appropriate)

NEGATIVE PLEDGE

The Assignor shall not

1. create or allow to exist any Security interest on, over or in respect of any part of the Rental income, or

2. either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily transfer, assign or otherwise dispose of all or any part of the Rental Income,

except as expressly allowed under the Facility Agreement

CONTINUING SECURITY

The Assignment is a continuing security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payments or discharge in whole or in part

DEFINED TERMS

Capitalised terms appearing in this Form MG02 and continuation pages and not otherwise defined shall have the following meanings

"Agent" means Standard Chartered Bank as agent of the other Finance Parties

"Arranger" means Standard Chartered Bank as mandated lead arranger

"Borrower" means Links Bidco S A R L as Original Borrower or a Novated Borrower (as defined in the facility Agreement) unless, in each case it has ceased to be a Borrower in accordance with Clause 28 (Changes to the Obligors) of the Facility Agreement

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

"Facility Agreement" means the £405,000,000 senior secured bridge facility agreement dated 14 January 2013 between (among others) Links Bidco S A R L and the Security Agent

"Finance Document" means

- (1) the Facility agreement,
- (2) any Accession Deed,
- (3) any Compliance Certificate,
- (4) any Fee Letter,
- (5) the Second Implementation Agreement,

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Short particulars

- (6) any Hedging Agreement,
- (7) the Subordination Agreement,
- (8) any Resignation Letter,
- (9) any Transaction Security Document,
- (10) any Utilisation Request,
- (11) any heritage Counterparty Accession Agreement,
- (12) any Novation Deed, or
- (13) any other document designated as such by the Agent and the Links Bidco S A R L 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,
- which in each case, where not defined in this Form MG02, are more particularly described in the Facility Agreement
- "Finance Party" means
- (1) the Agent,
- (2) the Arranger,
- (3) the Security Agent,
- (4) a Lender, or
- (5) a Hedge Counterparty
- "Funds Flow Statement" means the funds flow statement as produced by Deloitte LLP as part of the tax structure
- "Guarantor" means an Original Guarantor or an Additional Guarantor (each as defined in the Facility Agreement), unless, in each case, it has ceased to be a Guarantor in accordance with Clause 26 (Changes to Obligors) of the Facility Agreement
- "Headlease" means a lease under which a Propco holds title to any part of a Property (as defined in the Facility Agreement and which includes the Property as defined in the Assignment) 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
- "Hedge Counterparty" means
- (1) Standard chartered Bank as Original Hedge Counterparty, and
- (2) any entity which has become a Party as a Hedge Counterparty in accordance with Clause 25 8 (Additional Hedge Counterparty) of the Facility Agreement

which, in each case, is or has become, a party to the Subordination Agreement as a Hedge Counterparty in accordance with the provisions of the Subordination Agreement

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"Lender" means

(1) Standard Chartered Bank as Original Lender, and

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

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

"Leases" means the lease or leases detailed in Part 2 of the Schedule to the Assignment reproduced below under the heading "PART 2 OF THE SCHEDULE" each as amended, varied, supplemented or assigned from time to time

"Obligor" means

(1) a Borrower or

(2) a Guarantor

"Occupational Lease" means any lease or licence or other right of occupation or to receive rent to which a Property (as defined in the Facility Agreement and which includes the Property as defined in the Assignment) may at any time be subject and includes guarantee of a tenant's obligations under the same

"Propco" means any member of the Group that owns a Property (each as defined in the Facility Agreement)

"Property" means ALL and WHOLE those subjects known as Murrayfield Hospital, 118 Corstorphine Road, Edinburgh, EH12 6TU and registered in the Land Register of Scotland under Title Number MID112166

"Receiver" means an administrative receiver, receiver and manager or a receiver appointed under the Transaction Security Documents

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

- 1 rent, licence fees and equivalent amounts paid or payable,
- 2 any sum received or receivable from any deposit held as security for performance of any Tenant's obligations,
- 3 a sum equal to any apportionment of rent allowed in favour of the Assignor (save as provided in the Funds Flow Statement),
- 4 any other moneys paid or payable in respect of occupation and/or usage of the Property and any fixture and fitting of the Property including any fixture or fitting on the Property for display or advertisement, on licence or otherwise,
- 5 any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,

- 6 any sum paid or payable, or the value of any consideration given, for the grant, surrender,

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amendment, supplement or extension of any of the Leases,

7 any Tenant Contributions (or any payment that equates to a Tenant Contribution from the Rental Income Guarantor or any other guarantor under the leases),

8 any contribution made pursuant to an Occupational Lease of the Property to rent due under any Headlease of the Property,

9 any Service Charge Proceeds,

10. any sum paid or payable by or distribution received or receivable from the Rental Income Guarantor under the Rental Income Guarantee and any sum paid or payable by or distribution received or receivable from any guarantor of any Tenant in respect of any sum set out in clauses 1 1 6 1 to 1 1 6 9 of the Assignment reproduced at 1 to 9 above, and

11 any interest paid or payable to the Assignor, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Assignor

"Rental Income Guarantee" means each rental income guarantee by the Rental Income Guarantor contained in the Leases#

"Rental Income Guarantor" means Spire Healthcare Group Limited, a company incorporated in England and Wales (registered number 06271839) having its registered office at 120 Holdborn, London, EC1N 2TD and their successors, assignees and transferees from time to time under the Rental Income Guarantee

"Schedule" means the schedule in two parts annexed and executed as relative to the Assignment

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under or in connection with the Finance Documents, except for any obligation which, if it were so included, would result in the Assignment contravening sections 678 or 679 of the Companies Act 2006

"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 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 a similar effect

"Service Charge Proceeds" means such amount of Rental Income as constitutes

1 any amount paid or payable to reimburse expenses incurred in the management, maintenance and repair of all of any part of the Property,

2 any amount paid or payable by way of reimbursement of or contribution to insurance premia in relation to all or any part of the Property (or the cost of obtaining insurance valuation)

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3 any contribution to a sinking fund paid or payable by the Tenants or other occupier of all or any part of the Property,

4 any amount paid or payable in respect of a breach of covenant or undertaking in relation to clauses 1 1 14 1 to 1 1 14 3 of the Assignment reproduced at 1 to 3 above or clause 1 1 14 5 of the Assignment reproduced at 5 below under any Occupational Lease of the Property and any related costs and expenses, and

5 any VAT on any amount falling within clauses 1 1 14 1 to 1 1 14 4 of the Assignment reproduced at 1 to 4 above

"Tenant Contributions" means any amount paid or payable to the Assignor by any Tenant under any Lease or any other occupier of the Property, by way of

1 contribution to

1 1 any unpaid rent due under any Headlease of the Property,

1 2 any rent paid to match rental payments due under any Headleases of the Property, and

1 3 Service Charge Proceeds,

2 any VAT in relation to any Rental Income received by the Assignor, and

3 any amount agreed between the Assignor and the Agent in writing as constituting a similar type of payment that is acknowledged to be part of the Tenant Contributions

"Tenants" means the tenant for the time being and from time to time under the Leases

"Transaction Obligor" means

- (1) and Obligor,
- (2) Kwasa Global (Jersey) Limited
- (3) Employees Provident Fund Board of Malaysia,
- (4) MP Hospital Investments Limited,
- (5) each of Sculptor Sparrow Investments RE S a r l and Sculptor Sparrow Investments SCA,
- (6) Seymour Street Partners LP and where applicable, means Seymour Street Partners LP acting through its general partner Seymour Street GP Limited, or
- (7) any other person that creates or expresses to create a Security Interest under any Transaction Security Document

"Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in paragraph 7(i) of Part 1 of Schedule 2 of the facility Agreement, each of the documents listed as being a transaction Security Document under paragraph 9 of Part 2 of Schedule 2 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

Capitalised Terms appearing in this Form MG02 and continuation pages not defined on this form shall have the meanings ascribed to them in the Assignment or the Facility Agreement (as appropriate)

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Short particulars	<p>PART 2 OF THE SCHEDULE</p> <p>Details of the Leases</p> <p>Date 21 December 2007, Title Number MID113478 Parties Spire Property Trustee Limited (1), Spire Helathcare Limited (2), Spire Healthcare Group Limited (3) Short particulars Lease of the Property for a term of 35 years from and including 21 december 2007, subject to earlier determination</p> <p>as varied by</p> <p>Date 29 February 2008, Parties Spire Property 24 Limited (1), Spire Healthcare Limited (2), and Spire Healthcare Group Limited (3) Short particulars Deed of Variation</p> <p>Date 21 August 2008, Parties Spire Property 24 Limited (1), Spire Healthcare Limited (2), and Spire Healthcare Group Limited (3) Short particulars Minute of Rectification of Lease</p> <p>Date 24 september 2008, Parties Spire Property 24 Limited (1), Spire Healthcare Limited (2), and Spire Healthcare Group Limited (3) Short particulars Deed of Variation</p> <p>Date 24 July 2012, Parties Spire Property 24 Limited (1), Spire Healthcare Limited (2), and Spire Healthcare Group Limited (3) Short particulars Deed of Variation</p> <p>Date Dated on or around the date of the Assignment, Parties Spire Property 24 Limited (1), Spire Healthcare Limited (2), and Spire Healthcare Group Limited (3) Short particulars Deed of Variation</p>	