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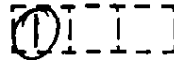
Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold black lettering*insert full name
of company**Declaration that part of the
property or undertaking charged
(a) has been released from the
charge; (b) no longer forms part of
the company's property or undertaking**

Pursuant to section 403(1) (b) of the Companies Act 1985

To the Registrar of Companies
(Address overleaf)

For official use

Company number



6480375

Name of company

GHG 2008 5A Propco Limited

I, DANIEL FRANCIS TONGE
of 41 Southwood Lane N6 1TS† delete as
appropriate† insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.the date of
registration may be
confirmed from the
certificate§ insert brief details
of property or
undertaking no
longer subject to
the charge[a director] [the secretary] ~~XX~~ of the above company, dosolemnly and sincerely declare that with respect to the charge described below the part of the property
or undertaking described [has been released from the charge] ~~XX~~~~XX~~†

Date and description of charge † Debenture dated 1 February 2008

Date of registration † 14 February 2008

Name and address of ~~XXXXXX~~ [trustee for the debenture holders]†

Bank of Scotland plc, Bishopsgate Exchange, 155 Bishopsgate EC2M 3YB

Short particulars of property or undertaking released or no longer part of the company's property or
undertaking §Please refer to schedule 1 (details of charged property) which sets out
particulars of all the property mortgaged or chargedAnd I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.Declared at ATB WATSON SQUARE GL4

Declarant to sign below

Day Month Year

on 05 08 20 09

before me

J L O (JOCELYN LOUIS ORMOND)A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for OathsPresentor's name, address and
reference (if any):Travers Smith LLP
10 Snow Hill
London
EC1A 2AL

10225597/JNM

For official use
Mortgage section

Post room

SATURDAY



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08/08/2009

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COMPANIES HOUSE

SCHEDULE 1

DETAILS OF CHARGED PROPERTY

1 SECURITY

1.1 Mortgage

The Company has charged with full title guarantee in favour of the Security Trustee (as trustee for the Finance Parties), with the payment and discharge of the Secured Obligations, by way of first legal mortgage, the Mortgaged Property

1.2 Assignment by way of Security

The Company has assigned and agreed to assign absolutely with full title guarantee to the Security Trustee (as trustee for the Finance Parties) (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.1 (*Mortgage*) of the Debenure (as detailed in paragraph 1.1 (*Mortgage*) above) and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such assignment has been given)), as security for the payment and discharge of the Secured Obligations, all of its right, title and interest from time to time in and to each of the following assets:

- (a) any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Company in respect of the Real Property,
- (b) any Rental Income and Disposal Proceeds and the right to make demand for and receive the same;
- (c) any Insurance Policies and all proceeds paid or payable thereunder,
- (d) the Deposit Account, Disposal Proceeds Account, General Account, Holding Account, Mandatory Prepayment Account, Rental Income Account, Service Charge Account and Tax Reserve Account and the debt or debts represented thereby;
- (e) the Call Option Agreement and the Call Option Charge and all Related Rights, and
- (f) the Hedge Documents and all proceeds paid or payable thereunder

1.3 Fixed charges

The Company has charged with full title guarantee in favour of the Security Trustee (as trustee for the Finance Parties) (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.1 (*Mortgage*) of the Debenure (as detailed in paragraph 1.1 (*Mortgage*) above) or assigned pursuant to Clause 3.2 (*Assignment by way of Security*) of the Debenure (as detailed in paragraph 1.2 (*Assignment by way of Security*) above)) with the payment and discharge of the Secured Obligations, by way of first fixed

1.4 Floating charge

- (a) The Company with full title guarantee has charged in favour of the Security Trustee (as trustee for the Finance Parties), with the payment and discharge of the Secured Obligations, by way of first floating charge all present and future assets and undertaking of the Company wherever situated
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 4.1(a) of the Debenture (as detailed in paragraph (a) above)

1.5 Real Property

A reference in this paragraph 1 (Security) to a mortgage, assignment or charge of any freehold or leasehold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights

2. ADDITIONAL INFORMATION

The Debenture and Facility Agreement contain:

- (a) restrictions on the ability of the Company to create or permit to subsist any Security on any part of the assets charged under the Debenture or dispose of or otherwise deal with any part of such assets, and
- (b) a covenant for further assurances

SCHEDULE 2

DEFINITIONS

"Accession Letter" means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) of the Facility Agreement

"Account Holder" means an Obligor which is irrevocably nominated in writing by the Parent to act as holder of the Control Accounts in accordance with Clause 26.6 (*Nomination of Account Holder*) of the Facility Agreement

"Acquisition" means the acquisition by the Borrowers of the Properties and such other items as are specified in the Acquisition Agreement

"Acquisition Agreement" means the sale and purchase agreement dated on or about the date of the Facility Agreement relating to the Acquisition and made between the Parent and the vendors detailed therein

"Additional Borrower" means a company which is to become or becomes a Party in accordance with Clause 26.3(a)(ii) (*Additional Borrowers and Additional Holdcos*) of the Facility Agreement and which, after its succession, is referred to in the replacement Part II (*Borrowers*) of Schedule 1 (*Parties*) of the Facility Agreement issued by the Agent pursuant to Clause 26.3(g) (*Additional Borrowers and Additional Holdcos*) of the Facility Agreement

"Additional Holdco" means a company which is to become or becomes a Party in accordance with Clause 26.3(a)(ii) (*Additional Borrowers and Additional Holdcos*) of the Facility Agreement and which, after its succession, is referred to in the replacement Part III (*Holdcos*) of Schedule 1 (*Parties*) of the Facility Agreement issued by the Agent pursuant to Clause 26.3(g) (*Additional Borrowers and Additional Holdcos*) of the Facility Agreement

"Agent" means Bank of Scotland plc.

"Borrower" means each of

- (a) the companies which have acceded as a Party in accordance with Clause 26.2(a)(i) (*Accession of Obligors*) of the Facility Agreement and which, after their succession, are referred to in the replacement Part II (*Borrowers*) of Schedule 1 (*Parties*) of the Facility Agreement issued by the Agent pursuant to Clause 26.2(g) (*Changes to the Obligors*) of the Facility Agreement, and

- (b) after it has acceded as a Party, any Additional Borrower,

but any such person shall cease to be a Borrower to the extent only that that person is released from the Facility Agreement in accordance with Clause 26.4 (*Release of Borrowers and Holdcos*) of the Facility Agreement

"BVI Floating Charge" means the British Virgin Islands law floating charge entered or to be entered into by each Holdco in favour of the Security Trustee

"Call Option Agreement" means, in respect of each Property that is the subject of a Principal Lease, any call option agreement relating to the charges, fittings and fixtures in respect of that Property between the relevant Borrower and the Tenant with the Agent as party

"Call Option Charge" means, in respect of a Property that is the subject of a Principal Lease, the charge granted by each relevant Tenant in favour of the relevant Borrower over the charges, fittings and fixtures in respect of that Property with the Agent as party, and includes any antecedent agreement entered into between, among others, the Obligors' Agent and the Security Trustee under (and as defined in) the Tenant Group Loan Agreement

"Charged Assets" means each of the assets and undertaking of each Charger which from time to time are the subject of any Security created or expressed to be created by it in favour of the Security Trustee by or pursuant to the Debenture or any Legal Charge

"Charger" means the persons listed in Schedule 1 (Chargers) of the Debenture

"Commitment" means

- (a) in relation to an Original Lender, the amount set opposite its name under the heading "Commitment" in Part I of Schedule 1 (Parties) of the Facility Agreement and the amount of any other Commitment transferred to it under the Facility Agreement, and
- (b) in relation to any other Lender, the amount of any Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, increased, reduced or transferred by it under the Facility Agreement

"Commitment Letter" means the commitment letter between, among others, Bank of Scotland plc and the Parent and dated on or about the date of the Facility Agreement

"Control Accounts" means each of the Deposit Account, Disposal Proceeds Account, General Account, Holding Account, Mandatory Prepayment Account, Rental Income Account, Service Charge Account and the Tax Reserve Account,

"Counterparty" means an Original Counterparty and any bank or financial institution appointed as a Counterparty pursuant to Clause 25.6 (New Counterparties) of the Facility Agreement

"Deposit Account" means the account maintained by the Account Holder in accordance with Clause 20.1(a)(i) (Designation of Control Accounts) of the Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account

"Disposal" means the disposal by a Borrower of the whole or any of its interest in its Property or by a Holdco of the whole or any of its Shares in its Propco or by the Parent of the whole or any of its Shares in any Holdco

"Disposal Proceeds" means the aggregate of

(a) all sums paid or payable or any other consideration given or to be given in money or money's worth for the Disposal which shall be taken to include (without limitation)

- (i) all such sums and other consideration,
- (ii) all compensation and damages received for any use or disturbance, blight or compulsory purchase, nationalisation or other expropriation,
- (iii) any consideration received by or on behalf of the Borrower for an apportionment of Rental Income or other sum given or made to any purchaser or other person upon such a Disposal,
- (iv) the sum of any deposit paid upon exchange of contracts,
- (v) any amount deposited into the Disposal Proceeds Accounts in accordance with Clauses 22 4(d) and 22 4(e) (Disposals) of the Facility Agreement (by way of addition to any such amount representing Net Disposal Proceeds), and
- (vi) any amount in respect of or which represents VAT, and

(b) the proceeds of any refinancing entered into in connection with any disposal of Shares for the repayment or prepayment of the Loan owed by the relevant Borrower

"Disposal Proceeds Account" means the account maintained by the Account Holder in accordance with Clause 20 1(a)(ii) (Designation of Control Accounts) of the Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account

"Facility" has the meaning given to it in the Facility Agreement

"Facility Agreement" means the Facility Agreement dated 13 December 2007 between, amongst others, General Healthcare Master Partnership LLP as Parent, Bank of Scotland plc as Mandated Lead Arranger, Bank of Scotland plc as the Agent and Account Bank, Bank of Scotland plc as Security Trustee and the Original Lenders (each as defined in that agreement as amended, varied, novated or supplemented from time to time)

"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between the Mandated Lead Arrangers, the Agent and the Obligors' Agent setting out any of the fees referred to in Clause 11 (Fees) of the Facility Agreement

"Finance Document" means each of

- (a) the Facility Agreement,
- (b) the Security Documents,
- (c) the Subordination Agreements,
- (d) each Transfer Certificate,
- (e) the Fee Letter,

- (f) the Merger Letter,
- (g) each Hedge Document,
- (h) each Unfunded Request,
- (i) each Accession Letter,
- (j) the Indemnity Deed,
- (k) the Commitment Letter,
- (l) the Syndication Strategy Letter,
- (m) the Hedging Arrangements,
- (n) the Open Lease Sale Letter,
- (o) the Open Lease Supplemental Side Letter, and
- (p) any document designated as such by the Agent and the Obligors' Agent

"**Relevant Party**" means each of the Agent, the Security Trustee, the Mandated Lead Arrangers, the Counterparties, the Servicer and the Lenders

"**General Account**" means the account maintained by the Account Holder in accordance with Clause 20.1(a)(iii) (*Designation of Control Accounts*) of the Facility Agreement and includes an interest in any replacement account or sub-division or sub-account of that account

"**GHC**" means General Healthcare Group Limited, a company incorporated under the laws of England and Wales with registered number 04026079

"**Hedge Document**" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by an Obligor and a Counterparty for the purpose of hedging interest rate liabilities in relation to the Facility in accordance with the Hedging Arrangements

"**Hedging Arrangements**" means the hedging arrangements entered into by the Proposer to hedge their interest rate liabilities under the Facility as documented pursuant to the global hedging execution deed entered into or to be entered into between, inter alia, Bank of Scotland PLC and the Borrowers or any other novation agreements or confirmations entered into between Bank of Scotland, the Borrowers and General Healthcare Master Partnership LLP on or about the first Unfunded Date, as amended or replaced from time to time

"**Holders**" means each of

- (a) the companies which have acceded as a Party in accordance with Clause 26.2(a)(i) (*Accession of Obligors*) of the Facility Agreement and which, after their accession, are referred to in the replacement Part III (*Holders*) of Schedule 1 (*Parties*) of the Facility Agreement, agreed by the Agent pursuant to Clause 26.2(g) (*Changes to the Obligors*) of the Facility Agreement, and

(b) after it has acceded as a Party, any Additional Holder,

but any such person shall cease to be a Holder to the extent only that that person is released from the Facility Agreement in accordance with Clause 26.4 (*Release of Borrowers and Holders*) of the Facility Agreement

"**Helds Shares Charge**" means any shares charge created or to be entered into by the Parent over these shares in the Holders in favour of the Security Trustee

"**Holding Account**" means the account maintained by the Account Holder in accordance with Clause 20.1(a)(iv) (*Designation of Control Accounts*) of the Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account

"**Indemnity Deed**" means the deed of indemnity dated on or about the date of the Facility Agreement between certain members of the Tenant Group in favour of the Obligors

"**Insurance Policy**" means any policy of insurance or assurance in which a Borrower may at any time have an interest entered into in accordance with Clause 23.3 (*Insurance*) of the Facility Agreement

"**Lease**" means any present or future lease, underlease, sub-lease, licence, tenancy or right to occupy all or any part of a Property and any agreement or other contract for the grant of any of the foregoing

"**Legal Charge**" means a mortgage or legal charge in respect of all or any part of the Real Property between a Chargee and the Security Trustee substantially in the form of Schedule 3 (*Form of Legal Charge*) of the Debenure

"**Lender**" means

(a) any Original Lender, and

(b) any person, bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 25 (*Changes to Finance Parties*) of the Facility Agreement,

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

"**Lightweight Floating Charge**" means the lightweight floating charge created or to be entered into for the purposes of the Securitisation between the Borrowers and the Security Trustee

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

"**Majority Lenders**" means

(a) if there are no Loans then outstanding, a Lender or Lenders whose Commitments aggregate more than 66 2/3 per cent of the Total Commitments (or, if the Total

Commitments have been reduced to zero, aggregated more than 66 2/3 per cent of the Total Commitments immediately prior to the reduction), or

- (b) at any other time, a Lender or Lenders whose participations in the Loans then outstanding aggregate more than 66 2/3 per cent. of all the Loans then outstanding

"Mandated Lead Arranger" means Bank of Scotland plc.

"Mandatory Prerequisite Account" means the account maintained by the Account Holder in accordance with Clause 20 1(a)(v) (*Designation of Control Accounts*) of the Facility Agreement and includes an interest in any replacement account or sub-division or sub-account of that account

"Margin" has the meaning given to it in the Margin Letter

"Margin Letter" means any letter or letters dated on or about the date of the Facility Agreement between the Mandated Lead Arranger, the Agent and the Obligors' Agent setting out the Margin

"Mortgaged Property" means the freehold and leasehold property specified in the Schedule to each Legal Charge

"Net Disposal Proceeds" means, upon a Disposal, the Disposal Proceeds derived from such Disposal after deducting any direct costs and expenses (including any part of such costs and expenses in respect of or which represents VAT, save to the extent that such Borrower or Holder is entitled to credit or repayment in respect of such VAT from the relevant Tax Authority) and Tax approved in writing by the Agent incurred in connection with such Disposal

"New Property" means any freehold or long leasehold property which is acquired by the Borrower in substitution of a Replaced Property in accordance with Clause 22.5 (*Substitution of Properties*) of the Facility Agreement

"Obligor" means each of the Borrowers, the Holders, the Obligors' Agent and the Account Holder

"Obligors' Agent" means

- (a) GHG 2008 BA Limited once it has been irrevocably nominated in writing by the Parent to act as Obligors' Agent in accordance with Clause 26.5(e) (*Obligors' Agent*) of the Facility Agreement, and

- (b) before GHG 2008 BA Limited is nominated, the Parent

"Occupational Lease" means any Lease to which a Borrower's interest in a Property may be subject from time to time, including without limitation, a Principal Lease

"Open Lease Side Letter" means the letter dated 13 December 2007 between the Agent and the Parent in relation to the Principal Leases

"Open Lease Supplemental Side Letter" means the letter entered into or to be entered into between the Agent and the Parent in relation to the variation of the Principal Leases

"Original Counterparty" means Bank of Scotland plc

"Original Lender" means Bank of Scotland plc

"Parent" means General Healthcare Mixer Partnership LLP.

"Party" means a party to the Facility Agreement or to any other Finance Document

"Principal Leases" means each lease in the agreed form or otherwise in form and substance approved by the Agent (acting on the instructions of the Majority Lenders, acting reasonably) setting out the terms and conditions of the leases of the Properties or such other real estate acquired by the Propco Group on or after the date of the Facility Agreement and entered into between members of the Tenant Group and members of the Propco Group

"Propco Group" means each Obligor and each of their respective Subsidiaries for the time being

"Property" means each of

(a) the freehold, leasehold and heritable properties set out in Schedule 10 (*Propco Properties*) of the Facility Agreement, more particularly defined as the Mortgaged Property in the Debenture and each Legal Charge, and

(b) any other present or future freehold, heritable and leasehold property in which a Borrower has an interest (including any New Property),

but any such property shall cease to be included in this definition to the extent only that a Borrower has disposed of any such property in accordance with Clause 22.4(c) or (d) (*Disposal*) of the Facility Agreement and that property is irrevocably released from the Security constituted under the Finance Documents

"Real Property" means (including as provided in Clause 1.7 (*Real Property*) of the Debenture), the Mortgaged Property and any present or future freehold, heritable or leasehold property in which any Chargee has an interest

"Related Rights" means, in relation to any asset

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities, undertakings or covenants for title in respect of that asset, and
- (d) any moneys and proceeds paid or payable in respect of that asset

"**Rental Income Account**" means the account maintained by the Account Holder in accordance with Clause 20 1(a)(vi) (*Designation of Control Accounts*) of the Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account

"**Replaced Property**" means Property referred to in paragraph (A) or (B) of Clause 22 5(i)(i) of the Facility Agreement which is, or is to be substituted by a New Property in accordance with Clause 22 5 (*Substitution of Properties*) of the Facility Agreement

"**Section 179 Share Charge**" means each section 179 share charge between the Parent, the Holdcos and the Security Trusts

"**Securitisation**" means the financing or refinancing of the whole or any part of a Lender's participation in any Loan through the sale of that participation to a special purpose vehicle funded (either directly, or indirectly through one or more special purpose vehicles) through the issue of rated debt securities in the public or private capital markets, and "Securitised" shall be construed accordingly

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

"**Security Document**" means each of

- (a) the Debenture,
- (b) each Legal Charge,
- (c) each Holdco Shares Charge,
- (d) each BVI Floating Charge,
- (e) the Lightweight Floating Charge,
- (f) each Section 179 Share Charge, and
- (g) any document designated as such by the Agent and the Obligors' Agent

"**Service Charge Account**" means the account maintained by the Account Holder in accordance with Clause 20 1(a)(vi) (*Designation of Control Accounts*) of the Facility Agreement and includes its interest in any replacement account or sub-account or sub-division of that account

"**Service Charge Expenses**" means:

- (a) any expense or liability (including any expense or liability to the extent that it is a payment in respect of or which represents VAT on supplies made by the landlord to the tenant under the relevant Occupational Lease) incurred by a tenant under an Occupational Lease

- (i) by way of reimbursement of expenses (including amounts in respect of or which represent VAT to the extent provided for and otherwise in accordance with the relevant Occupational Lease) incurred, or on account of expenses to be incurred, by or on behalf of an Obligor in the management, maintenance and repair or similar obligation of, or the provision of services specified in that Occupational Lease in respect of, the relevant Property and the payment of insurance premiums for that Property or the cost of an insurance valuation,
- (ii) to, or for expenses (including amounts in respect of or which represent VAT to the extent provided for and otherwise in accordance with the relevant Occupational Lease) incurred by or on behalf of, an Obligor for a breach of covenant where such amount as or is to be applied by that Obligor in remedying such breach or discharging such expenses,
- (b) any contribution to a sinking fund paid by a tenant under its Occupational Lease,
- (c) any contribution paid by a tenant to ground rent (or any amount in respect of or which represents VAT chargeable in respect of ground rent) due under any Lease out of which an Obligor derives its interest in that Property, and
- (d) to the extent not already part of the amounts referred to in paragraphs (a) to (c) above, any amount of Rental Income in respect of or which represents VAT

"Servicer" means any person or persons appointed by

- (a) the Agent (acting upon the direction of the Majority Lenders) to act as loan servicer under the Facility Agreement, or
- (b) a Lender to act as loan servicer in respect of that Lender's participation in the Loans

"Share" means any stock, share, debenture, interest in a limited liability partnership or other security

"Subordination Agreement" means the subordination agreement entered or to be entered into between (through others) the Obligors as debtors and the Obligors, the Parent and Pantomime Holdings (P/H) Limited as original subordinated creditors and the Agent

"Subsidiary Shares" means all present and future shares owned by any Chargor as its Subsidiaries from time to time, including without limitation all Subsidiary Shares listed in Schedule 3 to this form 395

"Subsidiary" means in relation to any company or corporation, a company or corporation:

- (a) which is controlled, directly or indirectly, by the first mentioned company or corporation,
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation; or

(c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body

"Syndication Strategy Letter" means the letter dated on or about the date of the Facility Agreement between, among others, the Agent and the Obligors' Agent

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) and "Taxes", "Taxation" and comparable expressions shall be construed accordingly.

"Tax Authority" means any government, state or municipality or any local, state, federal or other authority, body or official anywhere in the world exercising a fiscal, revenue, customs or excise function (including, without limitation, Her Majesty's Revenue and Customs)

"Tax Reserve Account" means the account maintained by the Account Holder in accordance with Clause 2J 1(i)(viii) (Designation of Control Accounts) of the Facility Agreement and includes its interest in any replacement account or sub-division or sub-account of that account

"Tenant" means each tenant of the Properties, and includes any guarantor or surety for, or any assignee of, any such tenant under its Occupational Lease

"Tenant Group" means the Tenant Parent and each of its Subsidiaries for the time being (but excluding for all purposes any Subsidiary which the Tenant Parent confirms is a Tenant Group Unrestricted Subsidiary)

"Tenant Group Loan Agreement" means the loan agreement entered or to be entered into between certain members of the Tenant Group as borrowers and arranged by Barclays Capital, Deutsche Kreditbank Limited, The Governor and Company of the Bank of Scotland and Mitsubishi Corporate Bank, Ltd as Mandated Lead Arrangers (all as defined therein) as the same may be amended, varied, supplemented, novated or replaced in whole or part from time to time

"Tenant Group Unrestricted Subsidiary" means any limited liability company which is constituted as a Subsidiary of a member of the Tenant Group and which itself owns no companies which are members of the Tenant Group or the GHG group and which is designated as an "Unrestricted Subsidiary" by written notice from the Tenant Parent for the purposes of the Tenant Group Loan Agreement

"Tenant Parent" means GHG-1 (Hospital Operations) Limited (formerly known as Panatierus Project 1 Limited), a company incorporated under the laws of England and Wales with registered number 05783437

"Transfer Certificate" means a certificate substantially in the form set out in Schedule 5 (Form of Transfer Certificate) of the Facility Agreement or any other form agreed between the Agent and the Obligors' Agent.

"Total Commitments" has the meaning given to it in the Facility Agreement.

"Utilisation Request" means a notice substantially in the form set out in Schedule 3 (Utilisation Request) of the Facility Agreement.

"VAT" means value added tax as imposed by the VATA and legislation supplemental thereto and any other tax of a similar fiscal nature whether imposed in the United Kingdom (instead of or in addition to value added tax) or elsewhere from time to time.

"VATA" means the Value Added Tax Act 1994.

TERMS EMPLOYED ELSEWHERE

Terms not expressly defined in this Form 395 have the meanings given to those terms in the Facility Agreement.

SCHEDULE 3

SUBSIDIARY SHARES

Charge	Name of Subsidiary	Company No.	Number of Shares
GHG 2008 2A (BVI Property Holdings) Limited	GHG 2008 2A Propco Limited	6480369	1 ordinary share of £1
GHG 2008 3A (BVI Property Holdings) Limited	GHG 2008 3A Propco Limited	6480421	1 ordinary share of £1
GHG 2008 4A (BVI Property Holdings) Limited	GHG 2008 4A Propco Limited	6480371	1 ordinary share of £1
GHG 2008 5A (BVI Property Holdings) Limited	GHG 2008 5A Propco Limited	6480375	1 ordinary share of £1
GHG 2008 6A (BVI Property Holdings) Limited	GHG 2008 6A Propco Limited	6480481	1 ordinary share of £1
GHG 2008 7A (BVI Property Holdings) Limited	GHG 2008 7A Propco Limited	6480380	1 ordinary share of £1
GHG 2008 8A (BVI Property Holdings) Limited	GHG 2008 8A Propco Limited	6480416	1 ordinary share of £1
GHG 2008 9A (BVI Property Holdings) Limited	GHG 2008 9A Propco Limited	6480420	1 ordinary share of £1
GHG 2008 10A (BVI Property Holdings) Limited	GHG 2008 10A Propco Limited	6480419	1 ordinary share of £1
GHG 2008 11A (BVI Property Holdings) Limited	GHG 2008 11A Propco Limited	6480435	1 ordinary share of £1