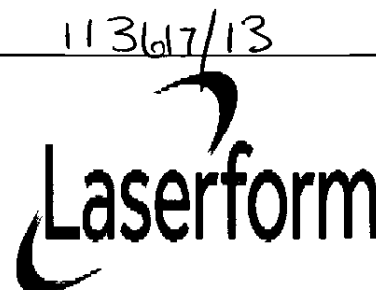


MR01

Particulars of a charge



A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is
no instrument. Use form MR08

THURSDAY



A599Z77E

A26

16/06/2016

#168

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number ☒ 0 6 5 2 6 0 3 2

Company name in full ☒ Spire Thames Valley Hospital Limited

0002 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 Charge creation date

Charge creation date ☒ 2 ☒ 3 ☒ 0 ☒ 7 ☒ 2 ☒ 0 ☒ 1 ☒ 4 ☒

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name HSBC Corporate Trustee Company (UK) Limited
(the "Security Agent") ☒

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

^① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Clifford Chance LLP* X

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

MR01

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

Contact name Rose Laitner (70-40578190)

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

Claim No. 898/2016

IN THE CENTRAL LONDON COUNTY COURT

Before: District Judge Hart

Dated: 15 June 2016

IN THE MATTER OF SPIRE THAMES VALLEY HOSPITAL LIMITED

AND

IN THE MATTER OF THE COMPANIES ACT 2006

B E T W E E N:

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

Claimant

-and-

(1) SPIRE THAMES VALLEY HOSPITAL LIMITED

(2) REGISTRAR OF COMPANIES (ENGLAND AND WALES)

Defendants

Order

UPON the Claimant's claim dated 10 June 2016

AND UPON reading the evidence

AND UPON hearing Counsel for the Claimant

AND UPON the Court being satisfied that neither the First Defendant nor any other person interested in an Equitable Share Mortgage dated 23 July 2014 in respect of shares of Spire Thames Valley (BVI Property Holdings) Limited and granted by the First Defendant in favour of the Claimant (the "**Charge**") has delivered to the Registrar of Companies the documents required under Section 859A before the end of the period allowed for delivery

AND UPON the court being satisfied that the failure to deliver those documents was accidental



IT IS ORDERED that pursuant to section 859F of the Companies Act 2006, the time for registration in the manner required by Section 859A of the Companies Act 2006 of the Charge be extended to 21 days from the date of this Order

AND IT IS ORDERED that the Claimant do deliver an office copy of this Order to the Registrar of Companies and this Order is without prejudice to the rights of any person acquired during the period between the date of the creation of the charge and the date of its actual registration



Claim No. 898/2016

**IN THE CENTRAL LONDON
COUNTY COURT**

**IN THE MATTER OF SPIRE
THAMES VALLEY HOSPITAL
LIMITED**

AND

**IN THE MATTER OF THE
COMPANIES ACT 2006**

B E T W E E N:

**HSBC CORPORATE TRUSTEE
COMPANY (UK) LIMITED**

Claimant

-and-

**(1) SPIRE THAMES VALLEY
HOSPITAL LIMITED
(2) REGISTRAR OF COMPANIES
(ENGLAND AND WALES)**

Defendants

ORDER

**Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ**

**Ref: Matthew Scully
Tel: +44 (0)20 7006 1000
Fax: +44 (0)20 7006 5555
DX: 149120 Canary Wharf 3**

Solicitors for the Claimant



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6526032

Charge code: 0652 6032 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd July 2014 and created by SPIRE THAMES VALLEY HOSPITAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th June 2016

DF

Given at Companies House, Cardiff on 22nd June 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 23 JULY 2014

(1) SPIRE THAMES VALLEY HOSPITAL LIMITED
(2) HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

EQUITABLE SHARE MORTGAGE IN RESPECT OF SHARES OF SPIRE THAMES
VALLEY (BVI PROPERTY HOLDINGS) LIMITED



6 Gracechurch Street London EC3V 0AT
T 44 (0) 20 7220 4999 F 44 (0) 20 7220 4998 www.walkersglobal.com

REF: CJ/SB/L06184

We hereby certify that,
save for material redacted pursuant to s 895G of the Companies Act 2006,
this is a true copy of the original.

Date 10 June 2016

Signed Clifford Chance

2027567 3 H0751 L06184

Clifford Chance LLP
10 Upper Bank St
London E14 5JJ

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THIS EQUITABLE SHARE MORTGAGE is made on 23 July 2014

BETWEEN

- (1) **SPIRE THAMES VALLEY HOSPITAL LIMITED**, a company incorporated under the laws of England and Wales with company number 06526032 and having its registered office at 3 Dorset Rise, London EC4Y 8EN (the "**Mortgagor**"), and
- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** as security agent and trustee for the Secured Parties (the "**Security Agent**")

IT IS AGREED

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Mortgage, unless the context otherwise requires, words and expressions which are capitalised but not defined herein shall have the same meanings as are given to them in the Facilities Agreement. In addition, the following definitions shall apply

"**Acceleration Event**" means the giving of notice pursuant to Clause 26.14 (*Acceleration*) of the Facilities Agreement

"**BVI Act**" means the BVI Business Companies Act, 2004 (as amended) of the British Virgin Islands

"**BVI Working Day**" means a day on which government offices are ordinarily open for business in the British Virgin Islands

"**CLP Ordinance**" means the Conveyancing and Law of Property Ordinance (as amended) of the British Virgin Islands

"**Company**" means Spire Thames Valley (BVI Property Holdings) Limited, a BVI business company with registered office at Craigmuir Chambers, P O Box 71, Road Town, Tortola, British Virgin Islands

"**Facilities Agreement**" means the facilities agreement dated 11 July 2014 between, among others, Spire Healthcare Group plc and the Security Agent

"**Insolvency Act**" means the Insolvency Act, 2003 (as amended) of the British Virgin Islands

"**Mortgage**" means this share mortgage

"**Mortgaged Property**" means the Mortgaged Shares and all rights, benefits and advantages now or at any time in the future deriving from or incidental to any of the Mortgaged Shares including

- (a) all dividends or other distributions (whether in cash, securities or other property), interest and other income paid or payable in relation to any Mortgaged Shares,
- (b) all shares, securities, rights, monies or other property whether certificated or uncertificated accruing, offered or issued at any time by way of redemption, conversion, exchange, substitution, preference, option, bonus issue or otherwise in respect of any Mortgaged Shares (including but not limited to proceeds of sale), and
- (c) all certificates or other evidence of title to any of the Mortgaged Shares now and from time to time hereafter deposited with the Security Agent

"**Mortgaged Shares**" means

- (a) one ordinary share owned by the Mortgagor in the Company,

- (b) any shares acquired in respect of Mortgaged Shares by reason of a division or combination of shares, share dividend, reclassification or otherwise, and
- (c) all other shares in the Company from time to time legally or beneficially owned by the Mortgagor

"Parties" means the parties to this Mortgage

"Register of Directors" means the register of directors of the Company maintained by the Company in accordance with section 118 of the BVI Act

"Register of Members" means the register of members of the Company (including any applicable branch register and non-listed shares register) maintained by the Company in accordance with section 41 of the BVI Act

"Registrar of Corporate Affairs" means the Registrar of Corporate Affairs of the British Virgin Islands appointed under section 229 of the BVI Act

"Secured Obligations" means all obligations owing to the Secured Parties or to the Security Agent (whether for its own account or as trustee for the Secured Parties) by the Mortgagor under or pursuant to the Finance Documents and the Hedging Agreements including any liability in respect of any further advances made under the Finance Documents and the Hedging Agreements, whether present or future, actual or contingent (and whether incurred by the Mortgagor alone or jointly, and whether as principal or surety or in some other capacity) except for any obligation or liability which, if it were included, would cause that obligation or liability or any of the Security in respect thereof, to be unlawful or prohibited by any applicable law

- 1 2 The provisions of Clause 1 2 (*Construction*) of the Facilities Agreement or a term defined in any other Finance Document shall apply to this Mortgage as though they were set out in full in this Mortgage, except that references to the Facilities Agreement will be construed as references to this Mortgage

2 REPRESENTATION AND WARRANTIES

- 2 1 The Mortgagor hereby represents and warrants to the Security Agent (for the benefit of each Secured Party) on the date of this Mortgage that
 - (a) it is the sole legal and beneficial owner of the Mortgaged Property free from any Security (other than that created by this Mortgage) or other interest and any options or rights of pre-emption,
 - (b) the Mortgaged Shares represent 100 percent of the issued shares of the Company,
 - (c) any Mortgaged Shares are, or will be when mortgaged and charged, duly authorised, validly issued, fully paid, non-assessable, freely transferable and constitute shares in the capital of a BVI business company To the extent they are in existence there are no moneys or liabilities outstanding or payable in respect of any such shares nor will there be any and they have not been redeemed nor cancelled in any way nor will they be,
 - (d) no person has or is entitled to any conditional or unconditional option, warrant or other right to subscribe for, purchase or otherwise acquire any issued or unissued shares, or any interest in shares, in the capital of the Company,
 - (e) the Mortgaged Shares are freely transferable on the books of the Company and no consents or approvals are required in order to register a transfer of the Mortgaged Shares,

- (f) the Mortgaged Shares are not issued with any preferred, deferred or other special rights or restrictions whether in regard to dividends, voting, return of any amount paid on account of shares or otherwise which are not expressly set out in the memorandum and articles of association of the Company,
- (g) there are no covenants, agreements, conditions, interest, rights or other matters whatsoever which adversely affect the Mortgaged Property,
- (h) it has not received any notice of an adverse claim by any person in respect of the ownership of the Mortgaged Property or any interest in the Mortgaged Property,
- (i) it has duly executed and delivered this Mortgage,
- (j) it has not taken any action whereby the rights attaching to the Mortgaged Property are altered or diluted save to the extent such alteration or dilution is expressly permitted under this Mortgage, and
- (k) this Mortgage is effective to create a valid and enforceable first equitable mortgage and first priority fixed charge upon the Mortgaged Property in favour of the Security Agent ranking in priority to the interests of any of its creditors or any liquidator (or similar officer) appointed in respect of it

2 2 The Mortgagor also represents and warrants to and undertakes with the Security Agent that the foregoing representations and warranties will be true and accurate by reference to the facts and circumstances then existing on the date of this Mortgage

3 COVENANT TO PAY

3 1 The Mortgagor hereby covenants with the Security Agent as primary obligor and not merely as surety that it will pay and discharge the Secured Obligations when due in accordance with the terms of the Finance Documents, or if they do not specify a time for payment, immediately on demand by the Security Agent

4. SECURITY

4 1 As a continuing security for the discharge and/or payment of the Secured Obligations, the Mortgagor as legal and beneficial owner hereby

- (a) mortgages in favour of the Security Agent by way of a first equitable mortgage all its right, title and interest in and to the Mortgaged Shares, and
- (b) charges in favour of the Security Agent, by way of a first fixed charge, all of its right, title and interest in and to the Mortgaged Property including all benefits, present and future, actual and contingent accruing in respect of the Mortgaged Property

4 2 The Mortgagor hereby agrees to deliver, or cause to be delivered, to the Security Agent on the date hereof

- (a) the corporate documents, resolutions and authorities of the Mortgagor required to authorise the execution of this Mortgage,
- (b) an executed but undated share transfer certificate in respect of the Mortgaged Shares in favour of the Security Agent or its nominees (as the Security Agent shall direct) in the form set out in Schedule 1 to this Mortgage and any other documents which from time to time may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner or otherwise obtain legal title to the Mortgaged Shares,

- (c) share certificates representing the Mortgaged Shares, a certified copy of the Register of Members showing the Mortgagor as registered owner of the Mortgaged Shares and a certified copy of the Register of Directors,
 - (d) an executed irrevocable proxy and an executed irrevocable power of attorney made in respect of the Mortgaged Shares in favour of the Security Agent in respect of all general meetings and written resolutions of the Company respectively in the form set out in Schedule 2 to this Mortgage,
 - (e) executed but undated letters of resignation and release together with letters of authority to date the same from each of the directors of the Company in the forms set out in Parts I and II of Schedule 3 to this Mortgage,
 - (f) an executed irrevocable deed of undertaking and confirmation from the Company to the Security Agent in the form set out in Schedule 4 to this Mortgage, and
 - (g) an executed irrevocable letter of instructions from the Company to its registered agent in the form set out in Schedule 5 of this Mortgage (which executed letter shall be delivered by, or on behalf of, the Company to its registered agent immediately after execution of this Mortgage and promptly thereafter and in any event no later than seven BVI Working Days from the date of execution of this Mortgage, the Mortgagor shall deliver, or cause to be delivered, to the Security Agent a copy of such letter signed by the registered agent acknowledging, and agreeing to the terms of, such letter)
- 4 3 The Mortgagor will procure that there shall be (a) no increase or reduction in the number of authorised or issued shares of the Company, (b) no change in the registered office or registered agent following an Event of Default which is continuing and (c) no change to the Register of Members, in each case, without the prior consent in writing of the Security Agent
- 4 4 The Mortgagor will deliver, or cause to be delivered, to the Security Agent immediately upon (without prejudice to Clause 4 3) the issue of any further Mortgaged Shares, the items listed in Clauses 4 2(c) and 4 2(d) in respect of all such further Mortgaged Shares
- 4 5 The Mortgagor will deliver or cause to be delivered to the Security Agent immediately upon (without prejudice to Clause 4 3)
- (a) the appointment of any further director or officer of the Company, the items listed in Clause 4 2(e) (with respect to each newly appointed director or officer), and
 - (b) the appointment or resignation of any director of the Company, the item listed in Clause ~~Error! Reference source not found~~ **4.2(e)**
- 4 6 The Mortgagor shall (including by providing any and all written consents required by the Company in accordance with the articles of association of the Company) as soon as practicable and in any event no later than 30 days after execution of this Mortgage procure that the following notation be entered on the Register of Members of the Company and that a copy of such annotated Register of Members be filed with the Registrar of Corporate Affairs
- "All the ordinary shares registered in the name of Spire Thames Valley Hospital Limited are mortgaged and charged in favour of HSBC Corporate Trustee Company (UK) Limited pursuant to a share mortgage dated 23 July 2014, as amended from time to time. The date on which this annotation was entered in the Register of Members is [registered agent to complete]"*
- 4 7 The Mortgagor shall, as soon as reasonably practicable and in any event no later than 30 days after execution of this Mortgage, provide the Security Agent with a certified true copy of the Register of Members with the annotation referred to in Clause 4 6

5 RIGHTS IN RESPECT OF MORTGAGED PROPERTY

5 1 Unless and until the occurrence of an Acceleration Event

- (a) the Mortgagor shall be entitled to exercise all voting and consensual powers pertaining to the Mortgaged Property or any part thereof for all purposes not inconsistent with the terms of this Mortgage or the other Finance Documents, and
- (b) the Mortgagor shall be entitled to receive and retain any dividends, interest or other moneys or assets accruing on or in respect of the Mortgaged Property or any part thereof

5 2 The Mortgagor shall pay all calls, instalments or other payments and shall discharge all other obligations, which may become due in respect of any of the Mortgaged Property. The Security Agent may at any time if it thinks fit make such payments or discharge such obligations on behalf of the Mortgagor. Any sums so paid by the Security Agent in respect thereof shall be repayable on demand and pending such repayment shall constitute part of the Secured Obligations

5 3 The Security Agent shall not have any duty to ensure that any dividends, interest or other moneys and assets receivable in respect of the Mortgaged Property are duly and punctually paid, received or collected as and when the same become due and payable or to ensure that the correct amounts (if any) are paid or received on or in respect of the Mortgaged Property or to ensure the taking up of any (or any offer of any) stocks, shares, rights, moneys or other property paid, distributed, accruing or offered at any time by way of redemption, bonus, rights, preference, or otherwise on or in respect of, any of the Mortgaged Property

5 4 The Mortgagor hereby authorises the Security Agent to arrange at any time and from time to time prior to or after the occurrence of an Acceleration Event for the Mortgaged Property or any part thereof to be registered in the name of the Security Agent (or its nominee) thereupon to be held, as so registered, subject to the terms of this Mortgage and at the request of the Security Agent, the Mortgagor shall without delay procure that the foregoing shall be done

6 PRESERVATION OF SECURITY

6 1 It is hereby agreed and declared that

- (a) the security created by this Mortgage shall be held by the Security Agent as a continuing security for the payment and discharge of the Secured Obligations and the security so created shall not be satisfied by any intermediate payment or satisfaction of any part of the Secured Obligations,
- (b) the Security Agent shall not be bound to enforce any other security before enforcing the security created by this Mortgage,
- (c) no delay or omission on the part of the Security Agent in exercising any right, power or remedy under this Mortgage shall impair such right, power or remedy or be construed as a waiver thereof nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies herein provided are cumulative and not exclusive of any rights, powers and remedies provided by law and may be exercised from time to time and as often as the Security Agent may deem expedient, and
- (d) any waiver by the Security Agent of any terms of this Mortgage shall only be effective if given in writing and then only for the purpose and upon the terms for which it is given

6 2 Any settlement or discharge under this Mortgage between the Security Agent and the Mortgagor shall be conditional upon no security or payment to the Security Agent by the

Company or the Mortgagor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency, administration or liquidation for the time being in force and, if such condition is not satisfied, the Security Agent shall be entitled to recover from the Mortgagor on demand the value of such security or the amount of any such payment as if such settlement or discharge had not occurred the payment of which amounts shall, for the avoidance of doubt, form part of the Secured Obligations

6 3 The rights of the Security Agent under this Mortgage and the security hereby constituted shall not be affected by any act, omission, matter or thing which, but for this provision, might operate to impair, affect or discharge such rights and security, in whole or in part, including, and whether or not known to or discoverable by the Company, the Mortgagor, the Security Agent or any other person

- (a) any time or waiver granted to or composition with the Company, the Mortgagor or any other person,
- (b) the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the Company, the Mortgagor or any other person,
- (c) any legal limitation, disability, incapacity or other circumstances relating to the Company, the Mortgagor or any other person,
- (d) any amendment or supplement to any Finance Document or other document or security (including any amendment the effect of which is to change the nature or amount of any facilities made available thereunder or to change the nature or extent of any obligations thereunder),
- (e) the dissolution, liquidation, amalgamation, reconstruction or reorganisation of the Company, the Mortgagor or any other person, or
- (f) the unenforceability, invalidity or frustration of any obligations of the Company, the Mortgagor or any other person under any Finance Document or any other document or security

6 4 Until the Secured Obligations have been unconditionally and irrevocably satisfied and discharged in full to the satisfaction of the Security Agent, the Mortgagor shall not by virtue of any payment made hereunder on account of the Secured Obligations or by virtue of any enforcement by the Security Agent of its rights under, or the security constituted by, this Mortgage or any Finance Document or by virtue of any relationship between or transaction involving the Mortgagor and/or the Company (whether such relationship or transaction shall constitute the Mortgagor a creditor of the Company, a guarantor of the obligations of the Company or in part subrogated to the rights of others against the Company or otherwise howsoever and whether or not such relationship or transaction shall be related to, or in connection with, the subject matter of this Mortgage)

- (a) exercise any rights of subrogation against the Company or any other person in relation to any rights, security or moneys held or received or receivable by the Security Agent or any person,
- (b) exercise any right of contribution from any co-surety liable in respect of such moneys and liabilities under any other guarantee, security or agreement,
- (c) exercise any right of set-off or counterclaim against the Company or any such co-surety,
- (d) receive, claim or have the benefit of any payment, distribution, security or indemnity from the Company or any such co-surety, or

- (e) unless so directed by the Security Agent (when the Mortgagor will prove in accordance with such directions), claim as a creditor of the Company or any such co-surety in competition with the Security Agent

The Mortgagor shall hold in trust for the Security Agent and forthwith pay or transfer (as appropriate) to the Security Agent any such payment (including an amount to any such set-off), distribution or benefit of such security, indemnity or claim in fact received by it

- 6 5 Until the Secured Obligations have been unconditionally and irrevocably satisfied and discharged in full to the satisfaction of the Security Agent, the Security Agent may at any time keep in a separate account or accounts (without liability to pay interest thereon) in the name of the Security Agent for as long as it may think fit, any moneys received, recovered or realised under this Mortgage or under any other guarantee, security or agreement relating in whole or in part to the Secured Obligations without being under any intermediate obligation to apply the same or any part thereof in or towards the discharge of the Secured Obligations or any other amount owing or payable under the Finance Documents, provided that the Security Agent shall be obliged to apply amounts standing to the credit of such account or accounts once the aggregate amount held by the Security Agent in any such account or accounts opened pursuant hereto is sufficient to satisfy the outstanding amount of the Secured Obligations in full
- 6 6 The Mortgagor shall not, without the prior written consent of the Security Agent
 - (a) cause or permit any rights attaching to the Mortgaged Property to be varied or abrogated,
 - (b) cause or permit any of the Mortgaged Property to be consolidated, sub-divided or converted or the capital of the Company to be re-organised, exchanged or repaid, or
 - (c) cause or permit anything to be done which may depreciate, jeopardise or otherwise prejudice the value of the security hereby given
- 6 7 The Mortgagor hereby covenants that during the Security Period it will remain the legal and beneficial owner of the Mortgaged Property (subject to the Security Interests hereby created) and that it will not
 - (a) create or suffer the creation of any Security Interests (other than those created by this Mortgage) or any other interest on or in respect of the whole or any part of the Mortgaged Property or any of its interest therein,
 - (b) sell, assign, transfer or otherwise dispose of any of its interest in the Mortgaged Property without the prior consent in writing of the Security Agent, or
 - (c) permit the Register of Members for the Company to be maintained outside of the British Virgin Islands or by a service provider other than the person to whom the letter of instructions in Schedule 5 has been given (unless in the latter case, the Company has executed and delivered a new letter of instruction in substantially the form of Schedule 5 to the new service provider) and the new service provider signs a copy of such letter to acknowledge, and agree to the terms of, such letter and a copy of such acknowledgment is delivered by or on behalf of the Company to the Security Agent within seven BVI Working Days from the date of the appointment of the new service provider
- 6 8 The Mortgagor shall remain liable to perform all the obligations assumed by it in relation to the Mortgaged Property and the Security Agent shall be under no obligation of any kind whatsoever in respect thereof or be under any liability whatsoever in the event of any failure by the Mortgagor to perform its obligations in respect thereof
- 6 9 The Mortgagor shall ensure that it shall not, without the prior written consent of the Security Agent, use its voting rights to permit the Company to amend its memorandum or articles of

association in a way which could be expected to adversely affect the interests of the Security Agent or any of the Secured Parties

- 6 10 The Mortgagor shall procure that the Company shall not
- (a) create or permit to subsist any Security Interest upon the whole or any part of its assets, except as permitted by the Finance Documents,
 - (b) register any transfer of the Mortgaged Shares to any person (except to the Security Agent or its nominees pursuant to the provisions of this Mortgage),
 - (c) issue any replacement share certificates in respect of any of the Mortgaged Shares,
 - (d) continue its existence under the laws of any jurisdiction other than the British Virgin Islands,
 - (e) do anything which might prejudice its status as a BVI business company,
 - (f) issue, allot or grant warrants or options with respect to any additional shares,
 - (g) exercise any rights of forfeiture over any of the Mortgaged Shares, or
 - (h) purchase, redeem, otherwise acquire, cancel, sub-divide, amalgamate, reclassify or otherwise restructure any of the Mortgaged Property,

during the Security Period without the prior written consent of the Security Agent

- 6 11 The Mortgagor shall procure that the Company irrevocably waives in favour of the Security Agent

- (a) any first and paramount lien, and
- (b) any rights of forfeiture,

which it may have over the Mortgaged Shares

- 6 12 The Mortgagor shall procure that the Company shall irrevocably consent to any transfer of the Mortgaged Shares by the Security Agent or its nominee to any other person pursuant to the exercise of the Security Agent's rights under this Mortgage

- 6 13 The Mortgagor shall procure that the Company shall comply with its memorandum and articles of association and otherwise conduct its affairs in a way which does not prejudice the Security Agent's legal and economic interests in relation to the Mortgaged Property

- 6 14 The Mortgagor shall not, without the prior written consent of the Security Agent, participate in any vote concerning a members' liquidation or compromise in respect of the Company pursuant to sections 177, 179A and 199 of the BVI Act or Part VI of the Insolvency Act

7. ENFORCEMENT OF SECURITY

- 7 1 At any time after the occurrence of an Acceleration Event or if a demand is made for the payment of the Secured Obligations the security hereby constituted shall become immediately enforceable and the rights of enforcement of the Security Agent under this Mortgage shall be immediately exercisable upon and at any time thereafter and, without prejudice to the generality of the foregoing the Security Agent without further notice to the Mortgagor may, whether acting on its own behalf or through a receiver or agent

- (a) solely and exclusively exercise all voting and/or consensual powers pertaining to the Mortgaged Property or any part thereof and may exercise such powers in such manner as the Security Agent may think fit,
- (b) date and present to the Company or any other person any undated documents provided to it pursuant to Clause 4 or any other provision of this Mortgage, including to remove the then existing directors and officers (with or without cause) by dating and presenting the undated, signed letters of resignation delivered pursuant to this Mortgage to appoint such persons as directors of the Company as it shall deem appropriate,
- (c) receive and retain all dividends, interest or other moneys or assets accruing on or in respect of the Mortgaged Property or any part thereof, such dividends, interest or other moneys or assets to be held by the Security Agent, as additional security mortgaged and charged under and subject to the terms of this Mortgage and any such dividends, interest and other moneys or assets received by the Mortgagor after such time shall be held in trust by the Mortgagor for the Security Agent and paid or transferred to the Security Agent on demand,
- (d) take possession of, get in, assign, exchange, sell, transfer, grant options over or otherwise dispose of the Mortgaged Property or any part thereof at such place and in such manner and at such price or prices as the Security Agent may deem fit, and thereupon the Security Agent shall have the right to deliver, assign and transfer in accordance therewith the Mortgaged Property so sold, transferred, granted options over or otherwise disposed of including by way of changing the ownership of the Mortgaged Shares as shown on the Register of Members,
- (e) borrow or raise money either unsecured or on the security of the Mortgaged Property (either in priority to the Mortgage or otherwise),
- (f) settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Mortgagor or relating to the Mortgaged Property,
- (g) bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Mortgaged Property or any business of the Mortgagor,
- (h) redeem any security (whether or not having priority to the Mortgage) over the Mortgaged Property and to settle the accounts of any person with an interest in the Mortgaged Property,
- (i) exercise and do (or permit the Mortgagor or any nominee of the Mortgagor to exercise and do) all such rights and things as the Security Agent would be capable of exercising or doing if it were the absolute beneficial owner of the Mortgaged Property,
- (j) do anything else it may think fit for the realisation of the Mortgaged Property or incidental to the exercise of any of the rights conferred on the Security Agent under or by virtue of any document to which the Mortgagor is party, and
- (k) exercise all rights and remedies afforded to it under this Mortgage and applicable law

7 2 The Security Agent shall not be obliged to make any enquiry as to the nature or sufficiency of any payment received by it under this Mortgage or to make any claim or to take any action to collect any moneys assigned by this Mortgage or to enforce any rights or benefits assigned to the Security Agent by this Mortgage or to which the Security Agent may at any time be entitled hereunder

7 3 Upon any sale of the Mortgaged Property or any part thereof by the Security Agent, the purchaser shall not be bound to see or enquire whether the Security Agent's power of sale has become exercisable in the manner provided in this Mortgage and the sale shall be

- deemed to be within the power of the Security Agent, and the receipt of the Security Agent for the purchase money shall effectively discharge the purchaser who shall not be concerned with the manner of application of the proceeds of sale or be in any way answerable therefor
- 7 4 Any money received or realised under the powers conferred by this Mortgage shall be paid or applied in the order as set out in Clause 33 of the Facilities Agreement
- 7 5 The Security Agent may, at any time after demand and until the irrevocable and unconditional payment to the Security Agent of all Secured Obligations, place and keep to the credit of a suspense account any money received or realised by the Security Agent by virtue of this Mortgage. The Security Agent shall have no intermediate obligation to apply such money in or towards the discharge of any Secured Obligations. Amounts standing to the credit of any such suspense account shall bear interest at a rate considered by the Security Agent in good faith to be a fair market rate
- 7 6 Until all Secured Obligations have been unconditionally and irrevocably paid and discharged in full, the Security Agent may refrain from applying or enforcing any other moneys, security or rights held by it in respect of the Secured Obligations or may apply and enforce such moneys, security or rights in such manner and in such order as it shall decide in its unfettered discretion
- 7 7 Neither the Security Agent nor its agents, managers, officers, employees, delegates and advisers shall be liable for any claim, demand, liability, loss, damage, cost or expense incurred or arising in connection with the exercise or purported exercise of any rights, powers and discretions hereunder in the absence of dishonesty or wilful default
- 7 8 The Security Agent shall not by reason of the taking of possession of the whole or any part of the Mortgaged Property or any part thereof be liable to account as mortgagee-in-possession or for anything except actual receipts or be liable for any loss upon realisation or for any default or omission for which a mortgagee-in-possession might be liable
- 7 9 The following shall apply with respect to statutory restrictions
- (a) the restriction on the consolidation of mortgages and on power of sale imposed by sections 35 and 40 respectively of the CLP Ordinance shall not apply to the security constituted by this Mortgage,
 - (b) for the purposes of section 66(5) of the BVI Act there are no limitations on the remedies available to a mortgagee, chargee or receiver in respect of mortgages or charges of shares,
 - (c) for the purposes of section 66(7A) of the BVI Act, the remedies available in section 66(5) of the BVI Act are exercisable immediately on the occurrence of an Acceleration Event
- 7 10 For the purpose of all rights and powers implied or granted by statute, the Secured Obligations are deemed to have fallen due on the date of this Mortgage. The power of sale and other powers conferred by sections 38 and 39 of the CLP Ordinance and all other enforcement powers conferred by this Mortgage shall be immediately exercisable at any time after the occurrence of an Acceleration Event
- 7 11 If there is any ambiguity or conflict between the powers contained in the Insolvency Act and/or the CLP Ordinance and those contained in this Mortgage, those contained in this Mortgage shall prevail
- 7 12 Section 46(1) of the CLP Ordinance shall not apply to this Mortgage
- 7 13 Section 46(6) of the CLP Ordinance shall not apply to a receiver appointed under this Mortgage

8. APPOINTMENT OF A RECEIVER

8 1 At any time after

- (a) the declaration or occurrence of an Acceleration Event, or
- (b) a request has been made by the Mortgagor to the Security Agent for the appointment of a receiver over its assets or a bankruptcy trustee in respect of the Mortgagor,

then notwithstanding the terms of any other agreement between the Mortgagor and any person, the Security Agent may (unless precluded by law) appoint in writing any person or persons to be a receiver or receiver and manager of all or any part of the Mortgaged Property as the Security Agent may choose in its entire discretion

8 2 Where more than one receiver is appointed, the appointees shall have power to act jointly or separately unless the Security Agent shall specify to the contrary

8 3 The Security Agent may from time to time determine the remuneration of a receiver

8 4 The Security Agent may remove a receiver from all or any of the Mortgaged Property of which he is the receiver and after the receiver has vacated office or ceased to act in respect of any of the Mortgaged Property, appoint a further receiver over all or any of the Mortgaged Property in respect of which he shall have ceased to act

8 5 Such an appointment of a receiver shall not preclude

- (a) the Security Agent from making any subsequent appointment of a receiver over all or any Mortgaged Property over which a receiver has not previously been appointed or has ceased to act, or
- (b) the appointment of an additional receiver to act while the first receiver continues to act

8 6 The receiver shall be the agent of the Mortgagor (which shall be solely liable for his acts, defaults and remuneration) The receiver shall not at any time become the agent of the Security Agent

9 POWERS OF A RECEIVER

9 1 In addition to those powers conferred by law, a receiver shall have and be entitled to exercise in relation to the Mortgagor all the powers set out below

- (a) to exercise all rights of the Security Agent under or pursuant to this Mortgage including all voting and other rights attaching to the Mortgaged Property,
- (b) to make any arrangement or compromise with others as he shall think fit,
- (c) to appoint managers, officers and agents for the above purposes at such remuneration as the receiver may determine,
- (d) to redeem any prior encumbrance and settle and pass the accounts of the encumbrancer and any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Mortgagor and the money so paid shall be deemed an expense properly incurred by the receiver,
- (e) to pay the proper administrative charges in respect of time spent by his agents and employees in dealing with matters raised by the receiver or relating to the receivership of the Mortgagor, and

- (f) to do all such other acts and things as may be considered by the receiver to be incidental or conducive to any of the above matters or powers or otherwise incidental or conducive to the preservation, improvement or realisation of the Mortgaged Property or the value thereof

10 FURTHER ASSURANCES

10 1 The Mortgagor shall at its own expense promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may specify and in such form as the Security Agent may reasonably require in order to

- (a) perfect or protect the security created or intended to be created under or evidenced by this Mortgage (which may include the execution of a legal mortgage, charge, assignment or other security over all or any of the assets which are, or are intended to be, the subject of this Mortgage) or for the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to this Mortgage or by law,
- (b) confer on the Security Agent security over any property and assets of the Mortgagor located in any jurisdiction which is (to the extent permitted by local law) equivalent or similar to the security intended to be conferred by or pursuant to this Mortgage, or
- (c) following an Acceleration Event, facilitate the realisation of the assets which are, or are intended to be, the subject of this Mortgage

10 2 Without limiting the other provisions of this Mortgage, the Mortgagor shall at its own expense take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Security Agent by or pursuant to this Mortgage

11 POWER OF ATTORNEY

11 1 The Mortgagor, by way of security and in order more fully to secure the performance of its obligations hereunder, hereby irrevocably appoints the Security Agent and the persons deriving title under it (including, but without any limitation, any receiver) jointly and also severally (with full power of substitution and delegation) to, following an Event of Default which is continuing, be its attorney-in-fact

- (a) to execute and complete in favour of the Security Agent or its nominees or of any purchaser any documents which the Security Agent may from time to time require for perfecting the Security Agent's title to, for vesting any of the assets and property hereby mortgaged or charged in the Security Agent or its nominees or in any purchaser or for any of the purposes contemplated in Clause 7 1 hereof,
- (b) to give effectual discharges for payments, to take and institute on non-payment (if the Security Agent in its sole discretion so decides) all steps and proceedings in the name of the Mortgagor or of the Security Agent for the recovery of such moneys, property and assets hereby mortgaged or charged,
- (c) to agree accounts and make allowances and give time or other indulgence to any surety or other person liable,
- (d) so as to enable the Security Agent to carry out in the name of the Mortgagor any obligation imposed on the Mortgagor by this Mortgage (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Mortgaged Property and the exercise of all the Mortgagor's rights and discretions in relation to the Mortgaged Property),

- (e) so as to enable the Security Agent and any receiver or other person to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Mortgage or by law (including the exercise of any right of a legal and beneficial owner of the Mortgaged Property), and
- (f) generally for it and in its name and on its behalf and as its act and deed or otherwise execute, seal and deliver and otherwise perfect and do any such legal assignments and other assurances, charges, authorities and documents over the moneys, property and assets hereby charged, and all such deeds, instruments, acts and things which may be required for the full exercise of all or any of the powers conferred or which may be deemed proper on or in connection with any of the purposes aforesaid

11 2 The power hereby conferred shall be a general power of attorney and the Mortgagor hereby ratifies and confirms and agrees to ratify and confirm any instrument, act or thing which any attorney appointed pursuant hereto may execute or do In relation to the power referred to herein, the exercise by the Security Agent of such power shall be conclusive evidence of its right to exercise the same

12 RELEASE

12 1 Subject to Clause 12 2, upon discharge and satisfaction in full of the Secured Obligations, the Security Agent shall (at the request and cost of the Mortgagor) execute such documents and do all such reasonable acts as may be necessary to release the Mortgaged Property from the security constituted by this Mortgage

12 2 If the Security Agent considers in good faith that any amount received in payment or purported payment of the Secured Obligations is capable of being avoided or reduced by virtue of any insolvency or other similar laws

- (a) the liability of the Mortgagor under this Mortgage and the security constituted by this Mortgage shall continue and such amount shall not be considered to have been irrevocably paid, and
- (b) the Security Agent may keep any security held by it in respect of the Mortgagor's liability under the Finance Documents in order to protect the Secured Parties against any possible claim under insolvency law If a claim is made against a Secured Party prior to the discharge of any such security, the Security Agent may keep the security until that claim has finally been dealt with

13 ASSIGNMENTS

13 1 This Mortgage shall be binding upon and shall enure to the benefit of the Mortgagor, the Security Agent and each of their respective successors and (subject as hereinafter provided) assigns and references in this Mortgage to any of them shall be construed accordingly

13 2 The Mortgagor may not assign or transfer all or any part of its rights and/or obligations under this Mortgage

13 3 The Security Agent may assign or transfer all or any part of its rights or obligations under this Mortgage to any assignee or transferee without the consent of the Mortgagor in accordance with the terms of the Facilities Agreement

14 SUBSEQUENT SECURITY INTERESTS

14 1 If the Security Agent at any time receives or is deemed to have received notice of any subsequent Security Interest affecting all or any part of the Mortgaged Property or any assignment or transfer of the Mortgaged Property which is prohibited by the terms of this Mortgage, all payments thereafter by or on behalf of the Mortgagor to the Security Agent shall be treated as having been credited to a new account of the Mortgagor and not as having been

applied in reduction of the Secured Obligations as at the time when the Security Agent received such notice

15. MISCELLANEOUS

- 15 1 The Security Agent, at any time and from time to time, may delegate by power of attorney or in any other manner to any person or persons all or any of the powers, authorities and discretions which are for the time being exercisable by the Security Agent under this Mortgage in relation to the Mortgaged Property or any part thereof. Any such delegation may be made upon such terms and be subject to such regulations as the Security Agent may think fit. The Security Agent shall not be in any way liable or responsible to the Mortgagor for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate provided the Security Agent has acted reasonably in selecting such delegate.
- 15 2 If any of the clauses, conditions, covenants or restrictions (the "**Provision**") of this Mortgage or any deed or document emanating from it shall be found to be void but would be valid if some part thereof were deleted or modified, then the Provision shall apply with such deletion or modification as may be necessary to make it valid and effective.
- 15 3 This Mortgage (together with any documents referred to herein) constitutes the whole agreement between the Parties relating to its subject matter and no variations hereof shall be effective unless made in writing and signed by each of the Parties.
- 15 4 Each document, instrument, statement, report, notice or other communication delivered in connection with this Mortgage shall be in English or where not in English shall be accompanied by a certified English translation which translation shall with respect to all documents of a contractual nature and all certificates and notices to be delivered hereunder be the governing version and upon which in all cases the Security Agent and the Secured Parties shall be entitled to rely.
- 15 5 This Mortgage may be executed in counterparts each of which when executed and delivered shall constitute an original but all such counterparts together shall constitute one and the same instrument.
- 15 6 The Parties intend that this Mortgage takes effect as a deed notwithstanding the fact that the Security Agent may only execute it under hand.
- 15 7 Nothing in this Mortgage shall constitute or be deemed to constitute a partnership between any of the Secured Parties and the Security Agent.

16. LAW AND JURISDICTION

- 16 1 This Mortgage shall be governed by and construed in accordance with the laws of the British Virgin Islands and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the British Virgin Islands, provided that nothing in this clause shall affect the right of the Security Agent to serve process in any manner permitted by law or limit the right of the Security Agent to take proceedings with respect to this Mortgage against the Mortgagor in any jurisdiction nor shall the taking of proceedings with respect to this Mortgage in any jurisdiction preclude the Security Agent from taking proceedings with respect to this Mortgage in any other jurisdiction, whether concurrently or not.
- 16 2 The Mortgagor agrees that the process by which any proceedings in the British Virgin Islands are begun may be served on it by being delivered to the process agent referred to below.
- 16 3 Without prejudice to any other mode of service allowed under any relevant law, the Mortgagor
- (a) irrevocably appoints the Company as its agent for service of process in relation to any proceedings before the British Virgin Islands courts in connection with this Mortgage.

and confirms that such agent for service of process has duly accepted such appointment, and

- (b) agrees that failure by the process agent to notify the Mortgagor of the process will not invalidate the proceedings concerned

- 16.4 If the appointment of the person mentioned in Clause 16.3 ceases to be effective, the Mortgagor shall immediately appoint another person in the British Virgin Islands to accept service of process on its behalf. If the Mortgagor fails to do so, the Security Agent shall be entitled to appoint such a person by notice to the Mortgagor. Nothing contained herein shall restrict the right to serve process in any other manner allowed by law.

IN WITNESS whereof this Deed has been executed by the Parties on the day and year first above written

EXECUTED AS A DEED for and on behalf of SPIRE
THAMES VALLEY HOSPITAL LIMITED


Duly Authorised Signatory

Name Simon Gordon

Title Director

in the presence of



Signature of Witness

Name MICHAEL BLAU

Address 

EXECUTED AS A DEED for and on behalf of HSBC
CORPORATE TRUSTEE COMPANY (UK)
LIMITED

Duly Authorised Signatory

Name _____

Title _____

in the presence of

Signature of Witness

Name _____

Address _____

IN WITNESS whereof this Deed has been executed by the Parties on the day and year first above written

EXECUTED AS A DEED for and on behalf of SPIRE
THAMES VALLEY HOSPITAL LIMITED

)
)
) Duly Authorised Signatory
)
) Name
)
)
) Title

in the presence of

Signature of Witness

Name _____

Address. _____

EXECUTED AS A DEED for and on behalf of HSBC
CORPORATE TRUSTEE COMPANY (UK)
LIMITED

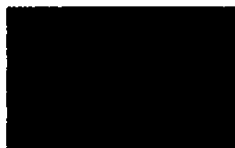
)
)
) Duly Authorised Signatory
)
) Name THOMAS MCKAY
)
) Title Authorised Signatory

in the presence of.

Signature of Witness

Name James McComb

Address _____



SCHEDULE 1

SPIRE THAMES VALLEY (BVI PROPERTY HOLDINGS) LIMITED

(THE "COMPANY")

SHARE TRANSFER CERTIFICATE

SHARE TRANSFER CERTIFICATE dated _____ *[Leave Undated]*

_____ (the "**Transferor**") does hereby transfer to
_____ (the "**Transferee**")
_____ (the "**Shares**") of a par value of _____ each in the
Company

SIGNED for and on behalf of the **Transferor**

)
)
) _____
) Duly Authorised Signatory
)
) Name _____
)
) Title _____

And I/we do hereby agree to take the Shares

SIGNED for and on behalf of the **Transferee**

)
)
) _____
) Duly Authorised Signatory
)
) Name _____
)
) Title _____

SCHEDULE 2

SPIRE THAMES VALLEY (BVI PROPERTY HOLDINGS) LIMITED **IRREVOCABLE APPOINTMENT OF PROXY AND POWER OF ATTORNEY**

We, Spire Thames Valley Hospital Limited, hereby irrevocably appoint HSBC Corporate Trustee Company (UK) Limited as our

- 1 proxy to vote at meetings of the Shareholders of Spire Thames Valley (BVI Property Holdings) Limited (the "**Company**") in respect of any existing or further shares in the Company which may have been or may from time to time be issued and/or registered in our name, and
- 2 duly authorised representative and duly appointed attorney-in-fact to sign resolutions in writing of the Company in respect of any existing or further shares in the Company which may have been or may from time to time be issued and/or registered in our name

This proxy and this power of attorney are irrevocable by reason of being given for valuable consideration

IN WITNESS whereof this Deed has been executed on [Date]

EXECUTED AS A DEED for and on behalf of **SPIRE**)
THAMES VALLEY HOSPITAL LIMITED)

_____)
Duly Authorised Signatory

)
Name _____

)
Title _____

in the presence of

Signature of Witness

Name _____

Address _____

SCHEDULE 3

PART I

LETTER OF RESIGNATION FROM DIRECTOR

[LEFT UNDATED]

Board of Directors
Spire Thames Valley (BVI Property Holdings) Limited
333 Waterfront Drive
Road Town
Tortola
British Virgin Islands

Dear Sirs

**LETTER OF RESIGNATION RE SPIRE THAMES VALLEY (BVI PROPERTY HOLDINGS)
LIMITED (THE "COMPANY")**

I hereby resign as [a Director][an Officer] of the Company and confirm that I have no claims against the Company for loss of office, arrears of pay or otherwise howsoever arising, but to the extent that I may have any such claim, I hereby irrevocably waive the same

This resignation is to be effective as at the date hereof

Yours faithfully

[Name]
[Director][Title of Officer]

PART II

LETTER OF AUTHORISATION FROM DIRECTOR

[Date]

HSBC Corporate Trustee Company (UK) Limited

Dear Sirs

SHARE MORTGAGE BETWEEN Spire Thames Valley Hospital Limited AND HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED DATED [DATE] (THE "MORTGAGE") IN RESPECT OF SHARES IN SPIRE THAMES VALLEY (BVI PROPERTY HOLDINGS) LIMITED (THE "COMPANY")

I refer to [my executed but undated letter of resignation as [a Director][an officer] of the Company][and][the executed but undated written resolutions of all the directors of the Company signed by me *[applicable for Directors only]*] provided in accordance with the Mortgage

I hereby authorise you to date, deliver, and give full effect to and otherwise complete the resignation letter[and the undated written resolutions] referred to above in the event of an Acceleration Event (as defined in the Mortgage)

I hereby authorise you to send them to the Company's registered office thereby terminating my directorship of the Company without compensation for loss of office. I acknowledge and agree that your discretion to act in this regard is to be exercised solely in the interests of the Security Agent relating to the Mortgage executed over shares in the Company in your favour

I confirm that you may delegate the authority conferred by this letter to any of your successors and assigns as Security Agent in relation to the mortgage and charge granted or to be granted over shares in the Company

Yours faithfully

[Name]

[Director][Title of Officer]

SCHEDULE 4

DEED OF UNDERTAKING AND CONFIRMATION FROM THE COMPANY TO THE MORTGAGEE
SPIRE THAMES VALLEY (BVI PROPERTY HOLDINGS) LIMITED

[Date]

HSBC Corporate Trustee Company (UK) Limited (the "**Security Agent**")

Dear Sirs

SPIRE THAMES VALLEY (BVI PROPERTY HOLDINGS) LIMITED (THE "COMPANY")

We refer to the equitable share mortgage in respect of Shares of the Company dated [Date] between Spire Thames Valley Hospital Limited as mortgagor (the "**Mortgagor**") and the Security Agent whereby, *inter alia*, the Mortgagor granted a mortgage and charge over the Mortgaged Property in favour of the Security Agent (the "**Mortgage**")

Capitalised words and expressions used in this deed poll which are not expressly defined herein have the meanings ascribed to them in the Mortgage

This deed of undertaking and confirmation is given pursuant to the Mortgage

- 1 For valuable consideration receipt of which is hereby acknowledged, the Company hereby irrevocably and unconditionally undertakes to register (and hereby permits the Security Agent or its nominee(s), if they have custody of the original Register of Members to register) in the Register of Members any and all share transfers to the Security Agent or its nominee in respect of the Mortgaged Shares submitted to the Company by the Security Agent
- 2 The Company hereby confirms that it has instructed its registered agent to make an annotation of the existence of the Mortgage and the security interests created thereby in the Register of Members pursuant to the Mortgage
- 3 The Company hereby agrees to accept service of process on behalf of the Mortgagor pursuant to the Mortgage
- 4 The Company hereby confirms that the Register of Members provided to the Security Agent pursuant to the Mortgage is a certified copy of the original Register of Members and it will not redesignate or otherwise seek to recreate the Register of Members

THIS DEED POLL has been executed and delivered as a Deed Poll on the day and year first above written

EXECUTED AS A DEED for and on behalf of **SPIRE**)
THAMES VALLEY (BVI PROPERTY HOLDINGS))
LIMITED by)

_____)
Duly Authorised Signatory

_____)
Name

_____)
Title

in the presence of

Signature of Witness

Name _____

Address _____

SCHEDULE 5

FORM OF LETTER OF INSTRUCTIONS FROM THE COMPANY TO ITS REGISTERED AGENT

SPIRE THAMES VALLEY (BVI PROPERTY HOLDINGS) LIMITED

[Date]

[Name and Address of Registered Agent]

cc HSBC Corporate Trustee Company (UK) Limited, [Security Agent Address]

Dear Sirs

**SPIRE THAMES VALLEY (BVI PROPERTY HOLDINGS) LIMITED (THE "COMPANY") –
INSTRUCTIONS TO REGISTERED AGENT**

- 1 We irrevocably instruct that as from the date hereof, the following shall be an instructing party for the Company

HSBC Corporate Trustee Services (UK) Limited (the "**New Instructing Party**"), until such time as you are informed otherwise by the New Instructing Party. As from the period starting from the date on which the New Instructing Party (or any successor-in-title) informs you that there has been an Acceleration Event (as defined in the Share Mortgage between Spire Thames Valley Hospital Limited and the New Instructing Party dated [Date] in respect of shares in the Company ("**Mortgage**")) and ending on the date on which the New Instructing Party (or its successor-in-title) informs you that such Acceleration Event no longer subsists, you will be irrevocably instructed to regard the New Instructing Party (or its successor-in-title) as the sole instructing party for the Company and without limiting the foregoing if at any time the New Instructing Party instructs you to register the New Instructing Party or its nominee (or any successor-in-title) as the registered holder of any of the shares the subject of the Mortgage you are hereby authorised and instructed to do so and update the original Register of Members of the Company accordingly without notice to us or consent from us

- 2 We irrevocably instruct you to make an annotation of the existence of the Mortgage and the security interests created thereby in the Company's Register of Members pursuant to the Mortgage

Please confirm by countersigning below and returning a copy of such countersigned letter to us with a copy to the New Instructing Party at the address stated above that you have received this correspondence and that you have actioned the above and updated your records accordingly

Yours faithfully

[Name]
Director

Acknowledged and agreed
