



Registration of a Charge

Company name: **THE HOSPITAL COMPANY (LIVERPOOL) LIMITED**
Company number: **08747138**



X76MTZE3

Received for Electronic Filing: **24/05/2018**

Details of Charge

Date of creation: **22/05/2018**
Charge code: **0874 7138 0002**
Persons entitled: **LLOYDS BANK PLC (AS SECURITY TRUSTEE FOR THE BENEFICIARIES)**
Brief description: **NOT APPLICABLE.**
Contains fixed charge(s).
Contains floating charge(s) .
Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE COMPOSITE ORIGINAL INSTRUMENT.**

Certified by:

MEGAN CHAMBERLAIN



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8747138

Charge code: 0874 7138 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd May 2018 and created by THE HOSPITAL COMPANY (LIVERPOOL) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th May 2018 .

Given at Companies House, Cardiff on 29th May 2018

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

22 May

Execution Version
2018

THE HOSPITAL COMPANY (LIVERPOOL) LIMITED
(AS CHARGOR)

- and -

LLOYDS BANK PLC
(AS SECURITY TRUSTEE)

BORROWER SHARE CHARGE

THIS SHARE CHARGE IS SUBJECT TO THE INTERCREDITOR AGREEMENT DATED 13
DECEMBER 2013 BETWEEN, AMONGST OTHERS,
THE CHARGOR AND THE SECURITY TRUSTEE

Save for material redacted pursuant to s859G of the
Companies Act 2006, I certify that this is a true and
complete copy of the composite original seen by me

Name:

Title: Solicitor

Date:

Hogan Lovells International LLP (Ref.)
Atlantic House, Holborn Viaduct, London EC1A 2FG



Matter ref: 10143L.006651

Hogan Lovells International LLP
Atlantic House, Holborn Viaduct, London EC1A 2FG

CONTENTS

CLAUSE	PAGE
1. DEFINITIONS AND INTERPRETATION	1
2. PROTECTION OF THIRD PARTIES	4
3. CHARGING CLAUSE	5
4. CRYSTALLISATION	6
5. TITLE DOCUMENTS AND TRANSFERS	7
6. VOTING POWERS AND DIVIDENDS	7
7. WARRANTIES	8
8. COLLECTION OF RECEIVABLES, INVESTMENTS AND BOOK DEBTS	8
9. NEGATIVE PLEDGE AND OTHER RESTRICTIONS	9
10. FURTHER ASSURANCE	9
11. RIGHT OF APPROPRIATION	10
12. CONTINUING SECURITY	10
13. INVESTMENTS	11
14. POWERS OF SALE, LEASING AND ACCEPTING SURRENDERS	12
15. APPOINTMENT OF A RECEIVER OR AN ADMINISTRATOR	12
16. POWERS OF A RECEIVER	13
17. POWER OF ATTORNEY	14
18. OTHER POWERS EXERCISABLE BY THE SECURITY TRUSTEE	15
19. APPLICATION OF MONEY RECEIVED BY THE SECURITY TRUSTEE OR A RECEIVER	15
20. PROTECTION OF THIRD PARTIES	16
21. PROTECTION OF THE SECURITY TRUSTEE AND RECEIVER	16
22. SECURITY TRUSTEE	16
23. COSTS, EXPENSES AND LIABILITIES	16
24. INTEREST ON OVERDUE AMOUNTS	17
25. TRANSFER BY A BENEFICIARY	18
26. RELEASE OF SECURITY	18
27. THIRD PARTY RIGHTS	18
28. FORBEARANCE, SEVERABILITY, VARIATIONS AND CONSENTS	19
29. COUNTERPARTS	19
30. NOTICES	19
31. SECURITY TRUSTEE	20
32. GOVERNING LAW	20
33. JURISDICTION	20
 SCHEDULES	
1. ASSIGNED DOCUMENTS	21

2. SHARES

22

THIS SHARE CHARGE is made on

22 May

2018

BETWEEN:

- (1) THE HOSPITAL COMPANY (LIVERPOOL) LIMITED a company incorporated in England and Wales (registered number 08747138) whose registered office is at 6th Floor, Cheapside House, 138 Cheapside, London EC2V 6AE (the "Chargor"); and
- (2) LLOYDS BANK PLC as Security Trustee.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions:** Unless a contrary indication appears, words or expressions defined in the Common Terms Agreement or the Intercreditor Agreement shall have the same meaning in this Share Charge and, in addition, the following words and expressions shall have the following meanings:

"Assigned Documents" means each of the documents described in Schedule 1 (*Assigned Documents*);

"Beneficiary" means each of the Arrangers, the Term Loan Facility Agent, the Term Loan Lenders, EIB, the Intercreditor Agent, the Security Trustee, any Finance Party, any Lenders' Representative and any Receiver and/or delegate and includes any one or more of them and "Beneficiaries" shall be construed accordingly;

"Common Terms Agreement" means the Common Terms Agreement dated 13 December 2013 between (1) The Hospital Company (Liverpool) Limited as Borrower, (2) The Hospital Company (Liverpool) Holdings Limited as HoldCo, (3) Legal & General Investment Management Limited and Lloyds Bank PLC as Arrangers, (4) Lloyds Bank PLC as Intercreditor Agent, (5) Lloyds Bank PLC as Term Loan Facility Agent, (6) Lloyds Bank PLC as Equity Bridge Facility Agent, (7) the Term Loan Lenders (as defined therein as Term Loan Lenders), (8) EIB and (9) the Security Trustee;

"Company" means Avrenim Facilities Management Limited, a company registered in England & Wales with registered company number 11148036 and registered address 16 Station Road, Chesham, Buckinghamshire HP5 1DH.

"Declared Default" means the Intercreditor Agent first exercising any of its rights in accordance with clause 18.2(b) and/or 18.2(e) (*Remedies*) of the Common Terms Agreement following the occurrence of an Event of Default (which is continuing);

"Derivative Rights" includes:

- (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise;
- (b) dividends, distributions, interest and other income and all other rights and benefits of an income nature accruing at any time in respect of any Investments; and
- (c) stock, shares and securities offered in addition to or in substitution for any Investments;

"Document Claims" means:

- (a) all of the Chargor's right, title, interest and benefit in, under and to the Assigned Documents;

- (b) any sums payable to the Chargor pursuant to all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Chargor in respect of or pursuant to the Assigned Documents;
- (c) any rights of abatement or set-off and all other rights of recovery under or pursuant to any of the Assigned Documents; and
- (d) any net proceeds of any claims, awards and judgments which may at any time be received or receivable by the Chargor pursuant to any of the Assigned Documents,

together with the benefit of all powers and remedies for enforcing the same;

"Financial Collateral" means any of the Secured Property constituting or comprising financial collateral within the meaning of the Financial Collateral Regulations;

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003, as amended;

"Intercreditor Agreement" means the intercreditor agreement dated 13 December 2013 between (among others) (1) each Beneficiary and (2) the Chargor;

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Acts 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise;

"Lenders' Representative" means a person who, pursuant to a Direct Agreement, exercises any power to step in or assume any rights or obligations of the Chargor under a Project Document;

"Liability" means any liability, damage, loss, fee, cost, claim, proceeding or expense of any kind or nature, whether direct, indirect, special, consequential or otherwise;

"Party" means a party to this Share Charge;

"Principal" means the Borrower and/or a Lender's Representative insofar only as such Borrower or Lender's Representative owes money or has incurred liabilities to a Beneficiary and references to "the Principal" shall be taken as references to the Borrower or such Lender's Representative, as appropriate;

"Receivables" means all sums of money receivable by the Chargor now or in the future consisting of or payable under or derived from any Secured Property described in clause 3.1 (*Creation of Fixed Security*);

"Receiver" means any receiver or receiver and manager appointed under clause 15.1 (*Appointment of a Receiver or an Administrator*) and (where the context requires or permits) includes any substituted receiver or substitute receiver and manager (as the case may be);

"Secured Property" means the property charged or assigned or purported to be charged or assigned pursuant to clause 3 (*Charging Clause*) or clause 10 (*Further Assurance*);

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Borrower and HoldCo to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with:

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document; and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any amendments or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents;

"Security Trustee" means Lloyds Bank PLC acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents;

"Shares" means the shares listed in Schedule 2 (*Shares*) to this Share Charge; and

"Transaction Security" means any Security Interest created or expressed to be created in favour of the Security Trustee pursuant to the Security Documents.

1.2 Construction

- (a) Unless a contrary indication appears, any reference in this Share Charge to:
 - (i) any "Arranger", any "Beneficiary", the "Term Loan Facility Agent", any "Term Loan Lender", EIB, any "Finance Party", the "Intercreditor Agent", any "Lenders' Representative", any "Obligor", any "Party", any "Receiver", the "Security Trustee" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents and, in the case of the Security Trustee, any person for the time being appointed as Security Trustee in accordance with the Finance Documents;
 - (ii) "assets" includes properties, revenues and rights (in each case, present and future) of every description;
 - (iii) a "Finance Document" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, varied, assigned, supplemented, extended, replaced, re-enacted or restated (in each case however fundamentally);
 - (iv) "including" means including without limitation and "Includes" and "included" shall be construed accordingly.
 - (v) "indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (vi) a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

- (vii) a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
 - (viii) a provision of law is a reference to that provision as amended, extended or re-enacted and includes all laws and official requirements made under or deriving validity from it; and
 - (ix) a time of day is a reference to London time.
- (b) Section, clause and Schedule headings are for ease of reference only. Any reference in this Share Charge to a "Clause" or "Schedule" is, unless otherwise provided, a reference to a clause or schedule of this Share Charge.
- (c) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Documents are incorporated in this Share Charge to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Share Charge is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (d) The Security Trustee holds the benefit of the Share Charge and the Security Interests created or enclosed hereunder on trust for the Beneficiaries.

1.3 Intercreditor Agreement

The terms of this Share Charge and the other Finance Documents are subject to the terms of the Intercreditor Agreement and, in the event of any conflict between any provision of this Share Charge and any provision of the Intercreditor Agreement, the relevant provision of the Intercreditor Agreement shall prevail.

2. PROTECTION OF THIRD PARTIES

- 2.1 **Covenant to pay:** The Chargor (as primary obligor and not merely as surety) covenants with the Security Trustee that it will, on the Security Trustee's written demand, pay or discharge the Secured Sums at the times and in the manner provided in the Finance Documents.
- 2.2 **Covenant and Guarantee:** The Chargor covenants and guarantees that it will pay or discharge the Secured Sums owed by it or outstanding at the times and in the manner provided for in the Finance Documents, or in the absence of any such express terms, on the Security Trustee's written demand.
- 2.3 **Proviso:** The covenants contained in this clause and the security created by this Share Charge shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.
- 2.4 **Demands:** The making of one demand shall not preclude the Security Trustee from making any further demands.
- 2.5 **Third Parties:** Any third party dealing with the Security Trustee or any Receiver shall not be concerned to see or enquire as to the validity of any demand under this Share Charge.

3. CHARGING CLAUSE

3.1 **Creation of Security Assignments:** The Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns absolutely to the Security Trustee all of its rights, title, benefit and interest in respect of the Assigned Documents, the Document Claims and any guarantees, warranties, licences and/or other agreements of the Chargor.

3.2 **Creation of Fixed Security:** The Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, hereby charges to the Security Trustee:

(a) by way of first fixed charge:

- (i) the Shares and all other Investments which are now, or in the future become, its property;
- (ii) all Derivative Rights now or in the future accruing in respect of the Shares; and
- (iii) any Assigned Document and any right, interest, title and benefit (in each case, whether legal, equitable or otherwise) in respect of such Assigned Document except to the extent such Assigned Document or any right, interest, title and benefit are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Share Charge.¹

3.3 **Creation of floating charge:** The Chargor, with full title guarantee, hereby charges to the Security Trustee as security for the payment or discharge of all Secured Sums, by way of first floating charge all Secured Property except to the extent that such Secured Property is for the time being effectively assigned to the Security Trustee under clause 3.1 (*Creation of Security Assignments*) or effectively charged to the Security Trustee by any fixed charge contained in clause 3.1 (*Creation of Fixed Security*) including any Secured Property comprised within a charge which is reconverted under clause 4.4 (*Reconversion*), so that the Chargor shall not create any Security Interest over any Secured Property (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in clause 9 (*Negative pledge and other restrictions*) with respect to any such Secured Property, and the Chargor shall not, without the consent of the Security Trustee, sell, transfer, part with or dispose of any such Secured Property, except to the extent permitted by the Finance Documents.

3.4 **Priority:**

- (a) Any fixed Security Interest created by the Chargor and subsisting in favour of the Security Trustee shall (save as the Security Trustee may otherwise declare at or after the time of its creation) have priority over the floating charge created by clause 3.3 (*Creation of floating charge*).
- (b) Any Security Interest created in the future by the Chargor (except in favour of the Security Trustee) shall be expressed to be subject to this Share Charge and shall rank in order of priority behind the charges created by this Share Charge.

¹ HL Note: To include various WCFs granted by ProjectGo to Avrenim.

4. CRYSTALLISATION

4.1 **Crystallisation by notice:** The floating charge created by the Chargor in clause 3.3 (*Creation of floating charge*) may be crystallised into a fixed charge by notice in writing given at any time by the Security Trustee to the Chargor if:

- (a) an Event of Default which has occurred and is continuing; or
- (b) the Security Trustee in good faith considers that a Default under clause 18.1(f) (*Insolvency*) or clause 18.1(g) (*Insolvency Proceedings*) of the Common Terms Agreement has occurred and is continuing; or
- (c) the Security Trustee in good faith considers that any of the Secured Property expressed to be charged to the Security Trustee by this Share Charge may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
- (d) a circumstance envisaged by clause 4.2(a) (*Automatic crystallisation*) occurs and the Security Trustee in good faith considers that such crystallisation is desirable in order to protect the priority of its security.

Such crystallisation shall take effect over the class of Secured Property specified in the notice. If no Floating Charge Secured Property is specified, it shall take effect over all Floating Charge Secured Property of the Chargor.

4.2 **Automatic crystallisation:** If, without the Security Trustee's prior written consent:

- (a) the Chargor in contravention of any Finance Document resolves to take or takes any step to:
 - (i) charge or otherwise encumber any of its Floating Charge Secured Property; or
 - (ii) create a trust over any of its Floating Charge Secured Property; or
 - (iii) dispose of any Floating Charge Secured Property, except as permitted pursuant to the Finance Documents, or
- (b) any person resolves to take or takes any step to seize or sell any Floating Charge Secured Property pursuant to any form of legal process; or
- (c) an administrator of the Chargor is appointed or the Security Trustee receives notice of an intention to appoint an administrator of the Chargor,

then the floating charge created by clause 3.3 (*Creation of floating charge*) shall be automatically and instantly crystallised (without the necessity of notice) into a fixed charge over the relevant Floating Charge Secured Property.

4.3 **Future Floating Charge Secured Property:** Except as otherwise stated in any notice given under clause 4.1 (*Crystallisation by notice*) or unless such notice relates to all its Floating Charge Secured Property, prospective Floating Charge Secured Property acquired by the Chargor after crystallisation has occurred under clause 4.1 (*Crystallisation by notice*) or 4.2 (*Automatic crystallisation*) shall become subject to the floating charge created by clause 3.3 (*Creation of floating charge*), so that the crystallisation shall be effective only as to the relevant Floating Charge Secured Property in existence at the date of crystallisation.

- 4.4 **Reconversion:** Any charge which has crystallised under clause 4.1 (*Crystallisation by notice*) or 4.2 (*Automatic crystallisation*) may, by notice in writing given at any time by the Security Trustee to the Chargor, be reconverted into a floating charge in relation to the Secured Property specified in such notice.

5. **TITLE DOCUMENTS AND TRANSFERS**

Except as otherwise expressly agreed in writing by the Security Trustee, the Chargor shall:

- (a) promptly deposit with the Security Trustee, and the Security Trustee shall be entitled to retain during the continuance of the security created by this Share Charge, all deeds and documents of title relating to all its Secured Property, including policies of insurance and assurance, certificates of registration and certificates constituting or evidencing the Shares or any other Investments together written executed but undated stock transfer forms in respect of the Shares; and
- (b) promptly following the Security Trustee's written demand execute and deliver to the Security Trustee such documents and transfers and give such instructions and perform such other acts as the Security Trustee may require at any time to constitute or perfect an equitable or legal charge (at the Security Trustee's option) over the Shares or any other Investments.

6. **VOTING POWERS AND DIVIDENDS**

6.1 **Before enforcement:** Unless and until the occurrence of a Declared Default:

- (a) the Chargor shall, for so long as it remains the beneficial owner of any Secured Property, determine how all voting powers and rights attaching to such Secured Property are to be exercised, provided that no voting powers and rights may be exercised so as to jeopardise the value of the Secured Property, this Charge or the interests of the Security Agent or any of the Beneficiaries under this Charge; and
- (b) all cash dividends received by the Security Agent or its nominee shall, on request by the Chargor, be released to the Chargor.

6.2 **After enforcement:** At any time after the occurrence of a Declared Default:

- (a) the Security Agent may, for the purposes of protecting its interests in relation to the Secured Sums and preserving the value of the security created by this Share Charge (in each case in its absolute discretion) and/or realising the security created by this Share Charge, exercise (but is not obliged to exercise) in the name of the Chargor or otherwise and without any further consent or authority on the part of the Chargor, all voting powers and rights attaching to the Charged Assets as it sees fit, including any rights to nominate or remove a director, as if the Security Agent were the sole beneficial owner of the Secured Property;
- (b) all Derivative Rights shall, if received by the Chargor or any nominee of the Chargor, be held on trust for and forthwith paid or transferred to the Security Agent; and
- (c) the Chargor shall (and shall procure that its nominees shall) accept short notice for and attend any meeting of the Company, appoint proxies and exercise voting powers and rights exercisable by the holders of the Secured Property as the

Security Agent may direct from time to time, as it sees fit for the purpose of protecting its interests in relation to the Secured Sums.

For the avoidance of doubt, unless and until the Security Agent takes any step to exercise any voting powers or rights attaching to the Charged Assets after becoming entitled (but not obliged) to do so under this Clause, all such powers and rights remain with the Chargor.

7. WARRANTIES

The Chargor represents and warrants to the Security Agent and each Beneficiary on the date of this Share Charge and on each date on which the Chargor acquires any additional Shares that:

- (a) **Called up and paid up:** the Shares are, and any Shares deposited after the date of this Share Charge will be, fully called up and fully paid-up and the Shares represent the entire issued share capital of the Company at the date of this Share Charge;
- (b) **Legal and beneficial owner:** (subject to this Share Charge) the Shares are legally and beneficially owned by the Chargor, and any Shares acquired by the Chargor after the date of this Charge shall be beneficially owned by it, in each case free from any option, equity, trust or Security;
- (c) **Proper execution:** this Charge has been properly executed by it and it has taken all necessary action to authorise the execution and delivery of this Charge, which is valid and binding upon it and enforceable in accordance with its terms; and
- (d) **No restrictions:** there are no provisions in the Company's Articles of Association or any other agreement, which restrict the transfer of any Shares or its ability to enter into this Share Charge, including any rights of first refusal, pre-emption rights, requirements for consent or any rights restricting or affecting the voting rights on or the disposal of any of the Shares, or (if such provisions exist) they have been varied or waived to enable this Share Charge to be enforced free from any such restriction or right.

8. COLLECTION OF RECEIVABLES, INVESTMENTS AND BOOK DEBTS

- 8.1 **Receivables:** The Chargor will, as agent for the Security Trustee, collect all Receivables and their Derivative Rights and all other rights and claims charged to the Security Trustee under this Share Charge and pay the proceeds into the account specified for this purpose by the Security Trustee from time to time forthwith on receipt. The Chargor shall, pending such payment, hold all money so received upon trust for the Security Trustee.
- 8.2 **No derogation:** The Chargor shall not purport, without the Security Trustee's (acting in accordance with the terms of this Share Charge and the Intercreditor Agreement) prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery.
- 8.3 **Information:** The Chargor shall deliver to the Security Trustee such particulars as to the amount and nature of its Receivables as the Security Trustee may from time to time, acting reasonably, determine necessary.

9. NEGATIVE PLEDGE AND OTHER RESTRICTIONS

- (a) Subject to paragraph (b) below, the Chargor shall not create or permit to subsist any Security Interest over the Secured Property.
- (b) Paragraph (a) above does not apply to:
 - (i) the Security Interests created pursuant to any Security Document;
 - (ii) any lien arising by operation of law and in the ordinary course of the Chargor's business (as carried on in accordance with the Relevant Documents);
 - (iii) any set-off or similar rights accruing under the Finance Documents or under the Project Agreement in favour of the Trust;
 - (iv) any Security Interest arising out of title retention provisions in a supplier's standard conditions for the supply of goods acquired by the Borrower in the ordinary course of its business; or
 - (v) any other Security Interest created or subsisting with the consent of the Intercreditor Agent.

10. FURTHER ASSURANCE

10.1 The Chargor shall:

- (a) as soon as reasonably practicable, do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may, acting reasonably, consider necessary):
 - (i) to perfect any Security Interests created or intended to be created under or evidenced by the Security Documents (which may include the execution of a mortgage, charge, assignment or other Security Interest over all or any of the assets which are, or are intended to be, the subject of the Transaction Security) or for the exercise of any rights, powers and remedies of the Security Trustee or any Beneficiary provided by or pursuant to the Finance Documents or by law;
 - (ii) to confer on the Security Trustee or confer on the Beneficiaries security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the security intended to be conferred by or pursuant to the Finance Documents; and/or
 - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security; and
- (b) 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 Interests conferred or intended to be conferred on the Security Trustee or the Beneficiaries by or pursuant to the Finance Documents.

11. RIGHT OF APPROPRIATION

11.1 Financial Collateral Arrangement: The Parties acknowledge and intend that the charges over any of the Chargor's Financial Collateral provided under or pursuant to this Share Charge will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.

11.2 Rights of Appropriation: The Security Trustee may, on or at any time after the security constituted by this Share Charge becomes enforceable pursuant to clause 14.1, by notice in writing to the Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Secured Property is held by the Security Trustee or otherwise.

11.3 Value: The value of any Financial Collateral appropriated under clause 11.1 shall be:

- (a) in the case of cash, its face value at the time of appropriation; and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Trustee by reference to a public index or other applicable generally recognised source or such other process as the Security Trustee may select, including an independent valuation carried out by an independent firm of accountants or valuers appointed by the Security Trustee;

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Trustee.

11.4 Surplus or Shortfall: The Security Trustee will account to the Chargor for any amount by which the value of the appropriated Financial Collateral exceeds the Secured Sums then due and the Chargor shall remain liable to the Security Trustee for any amount by which the value of the appropriated Financial Collateral is less than the Secured Sums then due.

11.5 Confirmation: The Chargor agrees that (i) all Financial Collateral has been delivered, transferred, held, registered or otherwise designated so as to be in the possession or under the control of the Security Trustee or a person acting on its behalf; and (ii) the method of valuing such Financial Collateral under clause 11.3 is commercially reasonable.

12. CONTINUING SECURITY

12.1 Continuing Security: This Share Charge shall be a continuing security for the Beneficiaries, notwithstanding any intermediate payment or settlement of accounts or other matter whatever and shall be in addition to and shall not prejudice or be prejudiced by any right of set-off, combination, lien, or other rights exercisable by any Beneficiary as banker against the Chargor or the Borrower or any security, guarantee, indemnity and/or negotiable instrument now or in the future held by any Beneficiary.

12.2 Consolidation of Mortgages Section 93 of the Law of Property Act 1925, dealing with consolidation of mortgages, shall not apply to this Share Charge.

13. INVESTMENTS

13.1 Voting and other rights: The Chargor undertakes not to exercise any voting powers or rights in a way which may prejudice the value of its Investments or otherwise to prejudice the Security Interests constituted by this Share Charge over them.

13.2 Exercise by the Chargor: Unless and until this Share Charge becomes enforceable pursuant to clause 14.1:

- (a) all voting powers and rights attaching to the Investments (including Derivative Rights) belonging to the Chargor shall continue to be exercised by the Chargor in accordance with the terms of the Finance Documents for so long as it remains their registered owner and the Chargor shall not permit any person other than the Chargor, the Security Trustee or the Security Trustee's nominee to be registered as holder of such Investments or any part of them; and
- (b) If Investments belonging to the Chargor are registered in the name of the Security Trustee or the Security Trustee's nominee, all voting powers and rights attaching to them (including Derivative Rights) shall be exercised by the Security Trustee or the Security Trustee's nominee in accordance with instructions in writing from time to time received from the Chargor and, in the absence of any such instructions, the Security Trustee or the Security Trustee's nominee shall not exercise any such rights.

13.3 Exercise by the Security Trustee: At any time after this Share Charge becomes enforceable pursuant to clause 14.1:

- (a) the Security Trustee may, for the purpose of protecting its interests in relation to the Secured Sums, exercise (but is not obliged to exercise) in the name of the Chargor or otherwise and without any further consent or authority on the part of the Chargor, all voting powers and rights attaching to the Investments (including Derivative Rights) as it sees fit, including any rights to nominate or remove a director, as if the Security Trustee were the sole beneficial owner of the Investments;
- (b) all Derivative Rights shall, if received by the Chargor or the Security Trustee's nominee, be held on trust for and forthwith paid or transferred to the Security Trustee; and
- (c) the Chargor shall (and shall procure that the Security Trustee's nominees shall) accept short notice for and attend any shareholders meetings relating to the Investments, appoint proxies and exercise voting and other rights and powers exercisable by the holders of the Investments as the Security Trustee may direct from time to time as it sees fit for the purpose of protecting its interests in relation to the Secured Sums.

For the avoidance of doubt, unless and until the Security Trustee takes any steps to exercise any voting powers or rights attaching to the Investments after becoming entitled (but not obliged) to do so under this clause, all such powers and rights remain with the Chargor.

13.4 Negative covenant: The Chargor covenants with the Security Trustee that it will not, without the prior written consent of the Security Trustee, consent to its investments being consolidated, sub-divided or converted or any rights attached to them being varied.

14. POWERS OF SALE, LEASING AND ACCEPTING SURRENDERS

- 14.1** Section 103 of the LPA: Section 103 of the Law of Property Act 1925 shall not apply to this Share Charge, and the statutory power of sale shall arise on, and be exercisable at any time after, the execution of this Share Charge. However, the Security Trustee shall not exercise such power of sale until this Share Charge has become enforceable pursuant to clause 14.1.

15. APPOINTMENT OF A RECEIVER OR AN ADMINISTRATOR

- 15.1** Appointment: Section 72C of Chapter IV of Part III of the Insolvency Act 1986 applies to this Share Charge and in addition paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Share Charge. At any time after:

- (a) the occurrence of a Declared Default; or
- (b) a step or proceeding is taken for the appointment of an administrator, liquidator or provisional liquidator in relation to the Chargor; or
- (c) a proposal is made in relation to the Chargor for a voluntary arrangement under Part I of the Insolvency Act 1986; or
- (d) a request has been made by the Chargor to the Security Trustee for the appointment of a Receiver or an administrator over its Secured Property or in respect of the Chargor,

this Share Charge shall become enforceable and, notwithstanding the terms of any other agreement between the Chargor and any Beneficiary, the Security Trustee may (unless precluded by law) appoint in writing any person or persons to be a receiver, receiver and manager or receivers and managers of all or any part of the Secured Property of the Chargor or, when permitted by law, an administrator or administrators of the Chargor, as the Security Trustee may choose in its entire discretion.

- 15.2** Power to act separately: Where more than one Receiver or administrator is appointed, the appointees shall have power to act separately unless the Security Trustee shall specify to the contrary.
- 15.3** Receiver's remuneration: The Security Trustee may from time to time determine the remuneration of a Receiver.
- 15.4** Removal of Receiver: The Security Trustee may (subject to section 45 of the Insolvency Act 1986) remove a Receiver from all or any of the Secured Property of which he is the Receiver.
- 15.5** Further appointments of a Receiver: Such an appointment of a Receiver shall not preclude:
- (a) the Security Trustee from making any subsequent appointment of a Receiver over all or any Secured 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.
- 15.6** Receiver's agency: The Receiver shall be the agent of the Chargor (which shall be solely liable for his acts, defaults and remuneration) unless and until the Chargor goes into liquidation, after which time he shall act as principal and shall not become the agent

of the Security Trustee or the Beneficiaries or any of them. Without prejudice to the provisions of the Intercreditor Agreement, no Beneficiary will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason in connection with the appointment of a Receiver.

16. POWERS OF A RECEIVER

16.1 General: The Receiver may exercise, in relation to the Secured Property over which he is appointed, all the powers, rights and discretions set out in Schedules 1 and 2 to the Insolvency Act 1986 and in particular, by way of addition to and without limiting such powers, the Receiver may, with or without the concurrence of others:

- (a) take possession of, collect and get in any of the Secured Property and, for that purpose, take any proceedings in the name of the Chargor or otherwise;
- (b) generally manage the Secured Property and manage or carry on, develop, reconstruct, amalgamate, diversify or concur in carrying on all of any part of the business of the Chargor;
- (c) make any arrangement or compromise or enter into or cancel any contracts;
- (d) sell, lease, let, license, grant options over and vary the terms of, terminate or accept surrenders of leases, licences or tenancies of, all or any of the Secured Property, without the need to observe any of the provisions of sections 99 and 100 of the Law of Property Act 1925, in such manner and generally on such terms and conditions as he shall think fit in his absolute and unfettered discretion and any such sale or disposition may be for cash, Investments or other valuable consideration (in each case payable in a lump sum or by instalments) and carry any such transactions into effect in the name of and on behalf of the Chargor. Any such sale, lease or disposition may be made for cash payable by instalments, loan stock, other debt obligations, shares or Investments of another company, or other valuable considerations;
- (e) promote the formation of a Subsidiary of the Chargor with a view to such Subsidiary purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Secured Property;
- (f) exercise all voting powers and/or rights attaching to Investments owned by the Chargor;
- (g) arrange for the purchase, lease, licence or acquisition of all or any of the Secured Property of the Chargor by any such Subsidiary on a basis whereby the consideration may be for cash, Investments, shares or profits or sums calculated by reference to profits or turnover or royalties or licence fees or otherwise, whether or not secured on the assets of such Subsidiary and whether or not such consideration is payable or receivable in a lump sum or by instalments over such period as the Receiver may think fit;
- (h) make and effect all repairs, renewals and improvements to the Secured Property of the Chargor and effect, renew or increase insurances on such terms and against such risks as he shall think fit;
- (i) appoint managers, officers and agents for the above purposes at such remuneration as the Receiver may determine;
- (j) 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 Chargor and the money so paid shall be deemed an expense properly incurred by the Receiver;

- (k) pay the proper administrative charges of any Beneficiaries in respect of time spent by their agents and employees in dealing with matters raised by the Receiver or relating to the receivership of the Chargor;
- (l) raise or borrow money or incur any other liability on any terms, whether secured or unsecured;
- (m) establish subsidiaries or acquire interests in any of the Secured Property and/or arrange for these subsidiaries to trade or cease to trade and acquire any of the Secured Property on any terms and conditions, whether or not including payment by instalments secured or unsecured;
- (n) to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to the Secured Property;
- (o) to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Property or any of the businesses of the Chargor;
- (p) to act as a Lenders' Representative under any Direct Agreement and to do all other acts and things as may be considered by the Receiver to be incidental to or conducive to that action including without limitation entering into and performing any step-in undertaking; and
- (q) 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 relevant Secured Property.

17. POWER OF ATTORNEY

17.1 **Appointment of attorney:** The Chargor, by way of security and to more fully secure the performance of its obligations under this Share Charge, hereby irrevocably appoints the Security Trustee (whether or not a Receiver or administrator has been appointed) and separately any nominee and/or any Receiver to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise to:

- (a) execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document; and
- (b) perform any other act of any description,

which may be required of the Chargor under this Share Charge or may be deemed by such attorney necessary or desirable for any purpose of this Share Charge or to constitute, enhance or perfect the security intended to be constituted by it or to convey or transfer legal ownership of the Secured Property.

17.2 **Ratification:** The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

17.3 **Sums recoverable:** All sums expended by the Security Trustee or any Receiver under this clause 17 shall be recoverable from the Chargor under clause 23 (*Costs, Expenses and Liabilities*).

18. OTHER POWERS EXERCISABLE BY THE SECURITY TRUSTEE

18.1 Receiver's powers: All powers of the Receiver conferred by this Share Charge may be exercised by the Security Trustee after this Share Charge has become enforceable pursuant to clause 14.1. In that event, clause 16.1(j) (*Powers of a Receiver*) shall be read and construed as if the words "be charged on the Secured Property of the Chargor" were substituted for the words "be deemed an expense properly incurred by the Receiver".

18.2 Receipt of debts: The Security Trustee or any manager, officer, nominee or agent of the Security Trustee is hereby irrevocably empowered to:

- (a) receive all book debts and other debts and claims which may be assigned to the Security Trustee pursuant to this Share Charge or clause 10 (*Further Assurance*);
- (b) on payment to give an effectual discharge for them and on non-payment to take and institute (if the Security Trustee in its sole discretion so decides) all steps and proceedings either in the name of the Chargor or in the name of the Security Trustee for their recovery; and
- (c) agree accounts and to make allowances and to give time to any surety.

The Chargor ratifies and confirms whatever the Security Trustee or any manager, officer, nominee or agent of the Security Trustee shall do or purport to do under this clause 18.

18.3 Security Trustee's powers: The Security Trustee shall have no liability or responsibility to the Chargor arising out of the exercise or non-exercise of the powers conferred on it by this clause 18, except for gross negligence or wilful default of the Security Trustee.

18.4 No duty of enquiry: The Security Trustee need not enquire as to the sufficiency of any sums received by it in respect of any book debt or other debt or claim so assigned to it or make any claim or take any other action to collect in or enforce them.

19. APPLICATION OF MONEY RECEIVED BY THE SECURITY TRUSTEE OR A RECEIVER

19.1 Order of priority: Any monies received or realised under the powers conferred by this Share Charge shall be paid or applied in the following order of priority, subject to the discharge of any prior-ranking claims:

- (a) in or towards satisfaction of the Secured Sums in the manner applicable under the terms of the Intercreditor Agreement; and
- (b) as to the surplus (if any), to the person or persons entitled to it.

19.2 Suspense account: Until the Secured Sums have been unconditionally and irrevocably paid and discharged in full, the Security Trustee may place and keep to the credit of a suspense account any money received or realised by the Security Trustee by virtue of this Share Charge. The Security Trustee shall have no intermediate obligation to apply such money in or towards the discharge of any of the Secured Sums.

19.3 Discretion to apply: Until all Secured Sums have been unconditionally and irrevocably paid and discharged in full, the Security Trustee may refrain from applying or enforcing any other moneys, security or rights held by it in respect of the Secured Sums 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.

20. PROTECTION OF THIRD PARTIES

20.1 No duty to enquire: No purchaser from, or other person dealing with, the Security Trustee or any Receiver or administrator appointed under this Share Charge shall be concerned to enquire whether any of the powers which the Security Trustee has exercised or purported to exercise has arisen or become exercisable, or whether this Share Charge has become enforceable pursuant to clause 14.1, or whether a Receiver or administrator has been validly appointed, or whether any event or cause has happened to authorise the Security Trustee or a Receiver or administrator to act or as to the propriety or validity of the exercise or purported exercise of any such power, and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.

20.2 Receipt: The receipt of the Security Trustee shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any money paid to or by the direction of the Security Trustee.

21. PROTECTION OF THE SECURITY TRUSTEE AND RECEIVER

21.1 Limitation: Neither the Security Trustee nor any Receiver shall be liable in respect of any Liability which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise, any of their respective rights or powers under or by virtue of this Share Charge, except if and in so far as such Liability results from its or his own gross negligence or wilful default.

21.2 Entry into possession: Without prejudice to the generality of clause 21.1 (*Limitation*), neither the Security Trustee nor any Receiver shall be liable to account as mortgagee in possession or otherwise for any sum not actually received by it or him respectively. If and whenever the Security Trustee enters into possession of any Secured Property, it shall be entitled at any time at its discretion to go out of possession.

22. SECURITY TRUSTEE

22.1 Security Trustee as trustee: The Security Trustee declares itself to be a trustee of this Share Charge (and any other Security Interest created in its favour pursuant to this Share Charge) for the Beneficiaries. The retirement of the person for the time being acting as Security Trustee and the appointment of a successor shall be effected in the manner provided for in the Intercreditor Agreement.

22.2 Trustee Act 2000: The Parties agree that the Security Trustee shall not be subject to the duty of care imposed on trustees by the Trustee Act 2000.

22.3 No partnership: Nothing in this Share Charge shall constitute or be deemed to constitute a partnership between any of the Beneficiaries and the Security Trustee.

23. COSTS, EXPENSES AND LIABILITIES

23.1 Costs and expenses: The Chargor shall, promptly on demand, pay the Security Trustee the amount of all costs and expenses (including legal fees and expenses) reasonably incurred by it in connection with the negotiation, preparation, printing, execution and perfection of:

- (a) this Share Charge and any other documents referred to in this Share Charge and the Transaction Security; and
- (b) the completion of the transactions and perfection of the Security Interests contemplated in this Share Charge.

- 23.2 **Amendment costs:** If the Chargor requests an amendment, waiver or consent of or under this Share Charge, the Chargor shall, within three Business Days of demand, reimburse the Security Trustee for the amount of all costs and expenses (including legal fees and expenses) reasonably incurred by the Security Trustee in responding to, evaluating, negotiating or complying with that request or requirement.
- 23.3 **Enforcement costs:** The Chargor shall, within three Business Days of demand, pay to the Security Trustee, the amount of all costs and expenses (including legal fees and expenses) incurred by the Security Trustee and/or any other Beneficiary in connection with the exercise, enforcement or the preservation of any rights under this Share Charge (or any document contemplated herein) and the Security Documents and any proceedings instituted by or against the Security Trustee as a consequence of taking or holding the Transaction Security or enforcing those rights.
- 23.4 **Indemnity for Liabilities:** The Chargor shall also, within three Business Days of the Security Trustee's written demand:
- (a) reimburse or pay to the Security Trustee, its employees or agents, on demand (on the basis of a full indemnity) the amount of all Liabilities incurred by the Security Trustee, its employees or agents, as a result of:
 - (i) any default by the Chargor in the performance of any of its obligations under this Share Charge;
 - (ii) the exercise, or the attempted or purported exercise, by or on behalf of the Security Trustee of any of its powers or any other action taken by or on behalf of the Security Trustee with a view to or in connection with the recovery of the Secured Sums, the enforcement of the Security Interests created by this Share Charge or for any other purpose contemplated in this Share Charge;
 - (iii) the carrying out or consideration of any other act or matter which the Security Trustee may consider to be conducive to the preservation, or benefit of any Secured Property; and
 - (b) indemnify each Lenders' Representative from and against all money and liabilities now or in the future due, owing or incurred by that Lenders' Representative under or pursuant to a Direct Agreement or any agreement entered into in connection with or pursuant to a Direct Agreement and under which the Lenders' Representative exercises any power to step-in and/or to assume any rights or obligations of the Chargor or the Borrower, as the case may be, under or in relation to a Project Document provided always that all amounts due hereunder shall be paid to the Security Trustee whether on or after such demand, whether actually or contingently, whether solely or jointly with any other person, whether as principal or surety and whether or not the relevant Beneficiary was an original party to the relevant transaction and so that interest shall be computed and compounded in accordance with the relevant Finance Document (after as well as before any demand or judgment).

24. **INTEREST ON OVERDUE AMOUNTS**

- 24.1 Any amount not paid to a Beneficiary in accordance with this Share Charge when due shall (subject to clause 24.2 below) carry interest at the rate and in accordance with the terms contained in clause 19.5 (*Default interest*) of the Intercreditor Agreement or at such other rate as may be agreed between the Chargor and relevant Beneficiary from time to time. In each case, interest shall accrue on a day to day basis until the date of

irrevocable and unconditional repayment in full and, if unpaid, shall be compounded on the terms so agreed or (in the absence of such agreed terms) with quarterly rests on the Security Trustee's usual quarterly interest days. Interest shall continue to be charged and compounded on this basis after as well as before any demand or judgment.

- 24.2 Clause 24.1 above shall not apply to the extent that default interest on such amount for such period is charged pursuant to the relevant Finance Document and itself constitutes part of the Secured Sums.

25. TRANSFER BY A BENEFICIARY

- (a) Any Beneficiary may at any time assign and transfer all or any of its rights in relation to this Share Charge to any person to whom it is permitted to transfer any of its rights under the relevant Finance Documents or otherwise grant an interest in them to any person.
- (b) The Security Trustee may assign and transfer all of its rights and obligations under this Share Charge to any replacement Security Trustee appointed in accordance with the Intercreditor Agreement. Upon such assignment and transfer becoming effective, the replacement Security Trustee shall be, and be deemed to be, acting as agent and trustee for each of the Beneficiaries (including itself) for the purposes of this Share Charge in replacement of the previous Security Trustee.

26. RELEASE OF SECURITY

- 26.1 **Redemption:** Subject to clause 26.2 (*Avoidance of Payments*), if all Secured Sums have been unconditionally and irrevocably paid in full and none of the Beneficiaries are under any further actual or contingent liability to make advance or provide other financial accommodation to any person under any Finance Document, the Security Trustee will (at the request and cost of the Chargor) execute and do all such reasonable acts as may be necessary to release or discharge the Secured Property from the Security Interests constituted by this Share Charge (including reassigning any Secured Property which has been transferred to its ownership (or that of its nominees), returning all documents relating to the relevant Secured Property which it holds and executing and delivering any notices or other documents necessary to effect the foregoing). Such release or discharge shall not prejudice the rights of the Security Trustee under clause 23 (*Costs, Expenses and Liabilities*).

- 26.2 **Avoidance of Payments:** If the Security Trustee considers in good faith that any amount received in payment or purported payment of the Secured Sums is capable of being avoided or reduced by virtue of any insolvency, bankruptcy, liquidation or other similar laws, the liability of the Chargor under this Share Charge and the Security Interests constituted by this Share Charge shall continue and such amount shall not be considered to have been irrevocably paid.

27. THIRD PARTY RIGHTS

- 27.1 **Directly enforceable rights:** Pursuant to the Contracts (Rights of Third Parties) Act 1999:

- (a) the provisions of clause 23 (*Costs, Expenses and Liabilities*) and clause 25 (*Transfer by a Beneficiary*) shall be directly enforceable by a Beneficiary;

(b) the provisions of clause 15 (*Appointment of a Receiver or an Administrator*) to clause 21 (*Protection of the Security Trustee and Receiver*) (inclusive) shall be directly enforceable by any Receiver; and

(c) the provisions of clause 20 (*Protection of Third Parties*) shall be directly enforceable by any purchaser.

27.2 **Exclusion of Contracts (Rights of Third Parties) Act 1999:** Save as otherwise expressly provided in clause 27.1 (*Directly enforceable rights*), no person other than a Party shall have any right by virtue of either the Contracts (Rights of Third Parties) Act 1999 or any other provision of English law under which rights might accrue to persons other than a party to enforce any term (express or implied) of this Share Charge.

27.3 **Rights of the Parties to vary:** Subject to the terms of the Intercreditor Agreement, the Chargor and the Security Trustee (on behalf of the Beneficiaries) may by agreement vary any term of this Share Charge (including this clause 27) without the necessity of obtaining any consent from any other person.

28. FORBEARANCE, SEVERABILITY, VARIATIONS AND CONSENTS

28.1 **Delay etc:** All rights, powers and privileges under this Share Charge shall continue in full force and effect, regardless of any Beneficiary exercising, delaying in exercising or omitting to exercise any of them.

28.2 **Severability:** No provision of this Share Charge shall be avoided or invalidated by reason only of one or more other provisions being invalid or unenforceable.

28.3 **Illegality, invalidity, unenforceability:** Any provision of this Share Charge which is or becomes illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this Share Charge.

28.4 **Variations:** No variation of this Share Charge shall be valid and constitute part of this Share Charge, unless such variation shall have been made in writing and signed by the Security Trustee (on behalf of the Beneficiaries) and the Chargor.

28.5 **Consents:** Save as otherwise expressly specified in this Share Charge, any consent of the Security Trustee may be given absolutely or on any terms and subject to any conditions as the Security Trustee may determine in its entire discretion.

29. COUNTERPARTS

This Share Charge may be executed in any number of counterparts, and this has the same effect as if the signatures were on a single copy of this Share Charge.

30. NOTICES

30.1 Communications in writing

Any communication to be made under or in connection with the Share Charge shall be made in writing and, unless otherwise stated, may be made by fax or letter.

30.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Share Charge is that set out in the

Common Terms Agreement, or any substitute address or fax number or department or officer as each Party may notify to the other) by not less than five Business Days' notice.

30.3 Delivery

Any communication or document made or delivered by one person to another under or in connection with this Share Charge will only be effective:

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address;

and, if a particular department or officer is specified as part of its address details provided under clause 30.2 (*Addresses*), if addressed to that department or officer.

30.4 Security Trustee: Any communication or document to be made or delivered to the Security Trustee will be effective only when actually received by the Security Trustee and then only if it is expressly marked for the attention of and actually received by any department or officer identified as part of its address details at the end of this Share Charge (or any substitute department or officer that the Security Trustee shall specify for this purpose).

30.5 Electronic Mail: Notices under this Share Charge may not be served by electronic mail or other electronic means of communication other than facsimile.

31. SECURITY TRUSTEE

The provisions of clause 22 (*Amendments*) and clause 16 (*Security Trustee*) of the Intercreditor Agreement shall apply to the Security Trustee's rights, obligations and duties under this Share Charge as if set out in this Share Charge in full.

32. GOVERNING LAW

This Share Charge and any non-contractual obligations arising out of or in connection with it are governed by English law.

33. JURISDICTION

33.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Share Charge (including a dispute relating to the existence, validity or termination of this Share Charge or any non-contractual obligation arising out of or in connection with this Share Charge) (a "Dispute").

33.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

33.3 This clause 33 is for the benefit of the Beneficiaries only. As a result, no Beneficiary shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Beneficiaries may take concurrent proceedings in any number of jurisdictions.

THIS SHARE CHARGE has been executed by the Chargor as a deed and signed by the Security Trustee and it shall take effect on the date stated at the beginning of this document.

SCHEDULE 1

ASSIGNED DOCUMENTS

1. The working capital facility agreement for a facility of £109,061.04 dated on or about the date of this Agreement.

- 22 -

SCHEDULE 2

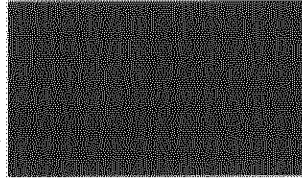
SHARES

1 ORDINARY SHARE OF £1 EACH IN THE COMPANY

EXECUTION PAGE

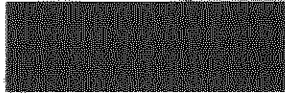
THE CHARGOR

Executed and Delivered as a deed by)
THE HOSPITAL COMPANY)
(LIVERPOOL) LIMITED (pursuant to a)
resolution of its Board of Directors))
acting by:)



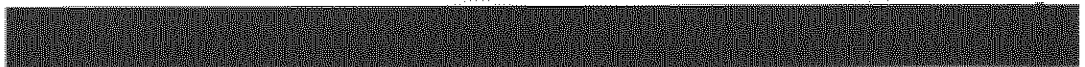
56-7NN
THOMAS

Signature of witness:



Name of witness: T. A. MORRIS

Address:



Occupation PROJECT COMMERCIAL DIRECTOR

Address details:

THE SECURITY TRUSTEE

Signed by LLOYDS BANK PLC by:)
)

Address details: Loans Agency, 150 Fountainbridge, Edinburgh, EH3 9PE, United Kingdom

FAO: Laura Sinclair

EXECUTION PAGE

THE CHARGOR

Executed and Delivered as a deed by)
THE HOSPITAL COMPANY)
(LIVERPOOL) LIMITED (pursuant to a)
resolution of its Board of Directors))
acting by:

Under a power of attorney dated

Signature of witness:

Name of witness:

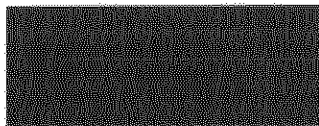
Address:

Occupation

Address details:

THE SECURITY TRUSTEE

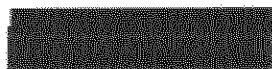
Signed by LLOYDS BANK PLC by:)
)



Address details: Loans Agency, 150 Fountainbridge, Edinburgh, EH3 9PE, United Kingdom

FAO: Laura Sinclair

WITNESSED BY



LAURA SINCLAIR
MANAGER