

MG01

Particulars of a mortgage or charge

290661/143



IRIS  
LASERFORM

**A fee is payable with this form.**

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



**What this form is for**

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



**What this form is NOT for**

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s

SATURDAY



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11/02/2012

#93

COMPANIES HOUSE

1

**Company details**

Company number

0 5 0 4 2 7 7 1

Company name in full

Circle Health Ltd ("Chargor")

7

For official use

**Filling in this form**

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

2

**Date of creation of charge**

Date of creation

0 3 0 2 2 0 1 2

3

**Description**

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Group Debenture ("Deed")

4

**Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Obligor to the Lender under or pursuant to any Finance Document (including all monies covenanted to be paid under the Deed) ("Secured Obligations")

**Continuation page**

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

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## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	JCAM Global Fund (Master) LP (" <b>Lender</b> ")	
Address	c/o Citco Fund Services (Bahamas) Limited One Montague Place, Nassau, Bahamas, P O. Box N4906	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Name	<input type="text"/>	
Address	<input type="text"/>	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	Please see attached continuation pages	

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## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X N. B. Piper  
Solicitor to the Lender

X

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

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## Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Joseph McHale

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX 33866 Finsbury Square

Telephone 0207 7796 6105



### 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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### 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.

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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### 1. GRANT OF SECURITY

##### 1.1 Nature of security

All Security Interests and dispositions were created or made by or pursuant to the Deed were created or made.

(a) in favour of the Lender,

(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and

(c) as continuing security for payment of the Secured Obligations.

##### 1.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

##### 1.3 Excluded Assets

For the avoidance of doubt, the Deed does not (nor is it intended to, nor shall it be deemed to) create or constitute any Security over any Excluded Assets

#### 2. Fixed security

##### 2.1 Fixed charges

The Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

(a) by way of first legal mortgage:

(i) the Real Property (if any) specified in part 1 of schedule 1 of this Form (*Details of Security Assets*); and

(ii) all other Real Property (if any) at the date of the Deed vested in, or charged to, such Chargor (not charged by clause 2.1(a)(i));

(b) by way of first fixed charge:

(i) all other Real Property and all interests in Real Property (not charged by clause 2.1(a));

(ii) all licences to enter upon or use land and the benefit of all other agreements relating to land; and

(iii) the proceeds of sale of all Real Property,

(iv) the benefit of any rental deposit given or charged to the Chargor by any occupier of any Real Property;

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Please give the short particulars of the property mortgaged or charged

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- (c) by way of first fixed charge all of the Office Equipment,
- (d) by way of first fixed charge all plant and machinery (not charged by clause 2.1(a) or 2.1(b)) and the benefit of all contracts, licences and warranties relating to the same;
- (e) by way of first fixed charge:
  - (1) all computers, vehicles, office equipment and other equipment (not charged by clause 2.1(c)), and
  - (11) the benefit of all contracts, licences and warranties relating to the same;
- (f) by way of first fixed charge
  - (1) the Charged Securities (if any) referred to in part 2 of schedule 1 of this Form (*Details of Security Assets*); and
  - (11) all other Charged Securities (not charged by clause 2.1(f)(1)),

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,
- (g) by way of first fixed charge, each Charged Account and all monies at any time standing to the credit of such accounts, in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;
- (h) by way of first fixed charge the Intellectual Property;
  - (1) to the extent that any Assigned Asset is not effectively assigned under clause 2.2 (*Security assignments*), by way of first fixed charge such Assigned Asset;
- (j) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed):
  - (1) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of such Chargor or the use of any of its assets;
  - (11) all building contracts, appointments of professionals, collateral warranties and all rights in respect of any of them, and
  - (111) any letter of credit issued in favour of such Chargor and all bills of exchange and other negotiable instruments held by it, and
- (k) by way of first fixed charge all of the goodwill and uncalled

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

capital of such Chargor.

#### 2 2 Security assignments

The Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to

- (a) all Rental Income (to the extent not validly mortgaged or charged within any of clauses 2.1(a) or 2.1(b));
- (b) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;
- (c) each of the following:
  - (1) all Insurances specified in part 5 of schedule 2 (*Details of Security Assets*); and
  - (11) all other Insurances (not assigned by clause 2.2(c)(1)), and all claims under the Insurances and all proceeds of the Insurances; and
- (d) all other Receivables (not otherwise assigned under this clause 2 2)

To the extent that any Assigned Asset described in clause 2 2(c) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances.

#### 2 3 Assigned Assets

The Lender is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Deed.

#### 3. Floating charge

The Chargor charges and agrees to charge by way of first floating charge all of its present and future:

- (a) assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to clause 2 1 (*Fixed charges*), clause 2.2 (*Security assignments*) or any other provision of the Deed; and
- (b) whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland,

but in each case excluding the Excluded Assets.

#### 4 Continuing security

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## Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

#### Short particulars

##### 4 1 Continuing security

The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

##### 4.2 Additional and separate security

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Lender may at any time hold for any Secured Obligation.

##### 4.3 Right to enforce

The Deed may be enforced against each or the Chargor without the Lender first having recourse to any other right, remedy, guarantee or Security held by or available to it.

#### 5 UNDERTAKINGS BY THE CHARGOR

##### 5 1 Negative pledge and disposals

The Chargor shall not do or agree to do any of the following without the prior written consent of the Lender:

- (a) create or permit to subsist any Security or Quasi-Security on any Security Asset except a Permitted Security; or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset (except as expressly permitted under the Facility Agreement)

##### 5 2 Deposit of documents and notices

The Chargor shall

- (a) unless the Lender otherwise confirms in writing (and without prejudice to clause 5 8(a)), deposit with the Lender
  - (1) all deeds and documents of title relating to the Security Assets; and
  - (11) all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of the Chargor,

(each of which the Lender may hold throughout the Security Period), and

- (b) forthwith on request by the Lender, affix to any plant, machinery, fixtures, fittings, computers, vehicles, office equipment, other equipment and other asset for the time being owned by it which are subject to the Security constituted by



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Please give the short particulars of the property mortgaged or charged

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this Deed, a durable notice of this Deed in a prominent position and in any form required by the Lender.

#### 5.3 Real Property

- (a) The Chargor shall notify the Lender immediately before contracting to purchase any estate or interest in any freehold or leasehold property
- (b) The Chargor shall, in respect of any freehold or leasehold Real Property which is acquired by it after the date of the Deed, the title which is registered at the Land Registry or the title to which is required to be so registered:
  - (1) give the Land Registry written notice of the Deed, and
  - (11) procure that notice of the Deed is clearly noted in the Register to each such title.
- (c) The Chargor shall grant the Lender on request all facilities within the power of the Chargor to enable the Lender (or its lawyers) to carry out investigations of title to the Real Property and to make all enquiries in relation to any part of the Real Property which a prudent mortgagee might carry out. Those investigations shall be carried out at the expense of the Chargor

#### 5.4 Insurance

- (a) The Chargor shall at all times comply with its obligations as to insurance and the proceeds of insurance contained in the Facility Agreement.
- (b) The Chargor shall notify the Lender if any claim arises or may be made under the Insurances with a value in excess of £500,000.
- (c) The Chargor shall, subject to the rights of the Lender under clause 5.4(d), diligently pursue its rights under the Insurances.
- (d) In relation to the proceeds of Insurances:
  - (1) unless otherwise provided in the Facility Agreement, the Lender shall have the sole right to:
    - (A) settle or sue for any such claim (but before a Default shall do so as agent for the Chargor), and
    - (B) give any discharge for insurance monies where the relevant claim involves an amount in excess of £500,000;
  - (11) all claims and monies received or receivable under any Insurances shall (subject to the rights or claims of any lessor or landlord of any part of the Security Assets) be applied in accordance with the Facility Agreement.

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## Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

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##### 5.5 Rental Income

The Chargor shall:

- (a) without prejudice to clause 5.1 (Negative pledge and disposals) (but in addition to the restrictions in that clause), not, without the prior written consent of the Lender, sell, assign, charge, factor or discount or in any other manner deal with any Rental Income; and
- (b) collect all Rental Income promptly and place such Rental Income into a Charged Account.

##### 5.6 Operation of Charged Accounts

- (a) Subject to the provisions of clause 5.6(b) below, the Chargor shall withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Charged Account without the prior written consent of the Lender and the Lender shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer,
- (b) As long as no Event of Default has occurred and is continuing, the Chargor may withdraw monies from the Charged Accounts and apply monies for any purpose which is not prohibited under the terms of the Facility Agreement

##### 5.7 Dealings with Receivables

- (a) The Chargor shall:
  - (i) without prejudice to clause 5.1 (Negative pledge and disposals) (but in addition to the restrictions in that clause), not, without the prior written consent of the Lender, sell, assign, charge, factor or discount or in any other manner deal with any Receivable;
  - (ii) collect all Receivables promptly in the ordinary course of trading as agent for the Lender; and  
immediately upon receipt pay all monies which it receives in respect of the Receivables into a Charged Account; and
  - (iii) pending such payment, hold all monies so received upon trust for the Lender;
- (b) At any time an Event of Default has occurred and is continuing, and subject to the terms of clause 5.7(a), the Chargor shall deal with the Receivables (both collected and uncollected) and the Charged Accounts in accordance with any directions given in writing from time to time by the Lender and, in default of and subject to such directions, in accordance with the Deed.
- (c) The Chargor shall deliver to the Lender such information as to the amount and nature of its Receivables as the Lender may from time to time reasonably require (taking into account the requirements of the Finance Documents).

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Please give the short particulars of the property mortgaged or charged

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#### 5 8 Charged Investments - protection of security

(a) The Chargor shall, immediately upon execution of the Deed or (if later) as soon as is practicable after its acquisition of any Charged Securities, by way of security for the Secured Obligations.

(1) deposit with the Lender (or as the Lender may direct) all certificates and other documents of title or evidence of ownership to the Charged Securities and their Related Rights, and

(11) execute and deliver to the Lender:

(A) instruments of transfer in respect of the Charged Securities (executed in blank and left undated), and/or

(B) such other documents as the Lender shall require to enable it (or its nominees) to be registered as the owner of or otherwise to acquire a legal title to the Charged Securities and their Related Rights (or to pass legal title to any purchaser).

(b) The Chargor shall:

(1) promptly give notice to any custodian of any agreement with the Chargor in respect of any Charged Investment in a form the Lender may require; and

(11) use its reasonable endeavours to ensure that the custodian acknowledges that notice in a form the Lender may require.

(c) The Chargor shall promptly pay all calls or other payments which may become due in respect of its Charged Investments

(d) The Chargor shall not nominate another person to enjoy or exercise all or any specified rights of the Chargor in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise.

(e) Without limiting its obligations under the Facility Agreement, the Chargor shall comply with all requests for information within its knowledge relating to the Charged Investments which are made under section 793 of the Companies Act 2006 or which could be made under section 793 if the relevant company were a public limited company or under any similar provision contained in the articles of association or other constitutional documents of the relevant company relating to the Charged Investments and, if it fails to do so, the Lender may provide such information as it may have on behalf of the Chargor.

#### 5 9 Rights of the Parties in respect of Charged Investments

(a) So long as no Event of Default is continuing, the Chargor shall be entitled to

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(1) receive and retain all dividends, distributions and other monies paid on or derived from its Charged Securities; and

(11) exercise all voting and other rights and powers attaching to its Charged Securities, provided that it must not do so in a manner which:

(A) has the effect of changing the terms of such Charged Securities (or any class of them) or of any Related Rights unless permitted by the Finance Documents; or

(B) is prejudicial to the interests of the Lender.

(b) At any time following an Event of Default which is continuing, the Lender may complete the instrument(s) of transfer for all or any Charged Securities on behalf of the Chargor in favour of itself or such other person as it may select.

(c) At any time when any Charged Security is registered in the name of the Lender or its nominee, the Lender shall be under no duty to:

(1) ensure that any dividends, distributions or other monies payable in respect of such Charged Security are duly and promptly paid or received by it or its nominee,

(11) verify that the correct amounts are paid or received, or

(111) take any action in connection with the taking up of any (or any offer of any) Related Rights in respect of or in substitution for, any such Charged Security.

#### 6. Power of attorney

The Chargor:

(a) by way of security, irrevocably and severally appoints the Lender, each Receiver and any Delegate to be its attorney to take any action which the Chargor is obliged to take under the Deed, including Further assurances as outlined in the Deed, but has failed to take within the relevant timeframe specified by the Deed;

(b) acknowledges that where (in the reasonably opinion of the Lender) any delay in taking any action referred to in clause 6(a) above would cause a loss to or otherwise prejudice any of the parties mentioned in clause 6(a) above, such party may take any such action without any failure to act by the relevant Chargor having occurred; and

(c) ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 6.

#### Definitions and Interpretation

In this Form the following terms shall have the following meaning:

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### Short particulars of all the property mortgaged or charged

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**"Act"** means the Law of Property Act 1925,

**"Assigned Assets"** means the Security Assets expressed to be assigned pursuant to clause 2.2 (Security assignments);

**"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

**"Charged Accounts"** means:

(a) each Specified Account,

(b) all other accounts of any Chargor with any bank, financial institution or other person at any time,

but excluding any Excluded Account;

**"Charged Investments"** means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

**"Charged Property"** means the Real Property charged by or pursuant to this Deed

**"Charged Securities"** means:

(a) the securities specified (if any) in part 2 of schedule 1 of this Form (Details of Security Assets), and

(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed) now or in future owned (legally or beneficially) by a Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time,

but excluding the Excluded Shares,

**"Circle International Account"** means the bank account in the name of Circle International at Barclays Bank PLC, Churchill Place, London E14 5HP, with Sort Code 20.65.82 and account number 23967085;

**"Debenture Security"** means the Security created or evidenced by or pursuant to the Deed;

**"Default"** has the meaning given to it in the Facility Agreement;

**"Default Rate"** means the rate of interest determined in accordance with clause 5 2.2 (Interest) of the Facility Agreement;

**"Delegate"** means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Lender or by a Receiver;

**"Event of Default"** has the meaning given to it in the Facility Agreement,

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**"Excluded Accounts"** means

- (a) the Circle International Account;
- (b) the Hinchingsbrooke Account; and
- (c) the WHT Account

**"Excluded Assets"** means

- (a) the Excluded Accounts,
- (b) the Excluded Contracts; and
- (c) the Excluded Shares,

**"Excluded Contracts"** means the Hinchingsbrooke Franchise Agreement and the Reading Agreement For Lease,

**"Excluded Shares"** means the following shares:

- (a) the shares in the issued share capital of HP Bath held by Health Properties Limited;
- (b) the shares in the issued share capital of Circle Hospital (Bath) Limited (company number 6296104) held by Circle Health Limited;
- (c) the shares in the issued share capital of Nations Healthcare (Nottingham) Limited (company number 5153608) held by Nations Healthcare Limited,
- (d) the shares in the issued share capital of Windsor Hand Surgery Limited (company number 2193511) held by Circle Clinics Limited,
- (e) the shares in the issued share capital of Health Properties (Plymouth) Limited (company number 93457) held by Health Properties Limited; and
- (f) the shares in the issued share capital of Health Properties (Warwick) Limited (company number 94040) held by Health Properties Limited,

**"Facility Agreement"** means the facility agreement dated 3 February 2012 and made between, (1) CH Subco Limited as Borrower, (2) the companies listed in schedule 1 to it as Original Guarantors and (3) the Lender, pursuant to which the Lender agreed to make certain facilities available to the Borrower;

**"Finance Document"** has the meaning given to it in the Facility Agreement,

**"Guarantor"** has the meaning given to it in the Facility Agreement;

**"Hinchingsbrooke Account"** means the bank account in the name of Circle Hinchingsbrooke at Barclays Bank PLC, Churchill Place, London E14 5HP,

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United Kingdom with Sort Code 20-65-82 and account number 73831884;

**"Insurances"** means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Chargor, or in which a Chargor from time to time has an interest (including, without limitation the policies of insurance (if any) specified in part 3 of schedule 1 (Details of Security Assets));

**"Intellectual Property"** means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Chargor in, or relating to

(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and

(b) the benefit of all applications and rights to use such assets of each Chargor (which may now or in the future subsist),

including, without limitation, the intellectual property rights (if any) specified in part 6 of schedule 1 of this Form (Details of Security Assets,

**"Lease"** means any lease or other agreement.

(a) permitting occupation of any Charged Property or to which any Charged Property may from time to time be subject; and

(b) in respect of which an Obligor is the immediate landlord;

**"Obligor"** means CH Subco Limited (a company registered in Jersey with registered number 109723 and any Guarantor),

**"Office Equipment"** means all of the equipment (if any) specified in part 7 of schedule 1 of this Form (Details of Security Assets);

**"Party"** means a party to the Deed;

**"Permitted Security"** has the meaning given to it in the Facility Agreement,

**"Quasi - Security"** has the meaning given to it in the Facility Agreement;

**"Real Property"** means all estates and interests in freehold, feuhold, leasehold, heritable and other immovable property (wherever situated) together with

(a) all buildings, fixtures (including trade fixtures), fitting and fixed plant or machinery at any time on that property; and

(b) all easements, servitudes, rights and agreements in respect of that property,

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (c) all rents from and proceeds of sale of that property, and
- (d) the benefit of all covenants given in respect of that property;

now or in future belonging to any Chargor, or in which any Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 1 of this Form (Details of Security Assets)),

**"Receivables"** means all present and future book debts and other debts, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever), other than Rental Income, together with:

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (b) all proceeds of any of the foregoing;

**"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Lender;

**"Reading Agreement for Lease"** means the contract dated 3 December 2010 between Circle Hospital (Reading) Limited, Circle Holdings PLC (formerly Health Investment Holdings Limited) and King Sturge Finance LLP (as Trustee of the Ropemaker Exemption Unit Trust);

**"Related Rights"** means, in relation to any Charged Security

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

**"Relevant Contract"** means each agreement (if any) specified in part 4 of schedule 1 (Details of Security Assets) of the Deed, together with each other agreement supplementing or amending or novating or replacing the same;

**"Rental Income"** means all amounts arising from the letting, use or occupation of any Charged Property including (but without double-counting):

- (a) rents, licence fees and equivalent sums reserved or made payable;



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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (b) sums received from any deposit held as security for performance of any tenant's obligations;
  - (c) any other monies payable in respect of use and/or occupation,
  - (d) any sum, or the value of any consideration, given for the grant, surrender or variation of any letting or occupancy;
  - (e) any sum allowed or apportionment made in respect of rent in favour of the purchaser of any Charged Property;
  - (f) loss of rent insurance proceeds;
  - (g) sums paid as reimbursement of expenses incurred, or on account of expenses to be incurred, in
    - (1) the management, maintenance and repair,
    - (11) the provision of services in respect; and
    - (111) the payment of premiums and other costs associated with the insurance;
 of any of the Charged Properties;
  - (h) proceeds paid for a breach of covenant under any Lease of any of the Charged Properties and for expenses incurred in relation to any such breach;
  - (i) any contribution to a sinking fund paid by a tenant,
  - (j) any contribution by a tenant to ground rent due under any headlease,
  - (k) any VAT on any sum mentioned in this definition;
  - (l) any payment from a guarantor or other surety in respect of any item listed in this definition; and
  - (m) interest, damages or compensation in respect of any item listed in this definition,
- "Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,
- "Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed, but excluding the Excluded Assets, and
- "Security Period"** means the period beginning on the date of this Deed and ending on the date on which.
- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

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(b) the Lender has no further commitment, obligation or liability under or pursuant to the Finance Documents.

"Specified Accounts" means each account specified in part 3 of schedule 1 of this Form (Details of Security Assets); and

"WHT Account" means the account in the name of Circle Holdings with Barclays Bank PLC, 1 Churchill Place, London E14 5HP, United Kingdom, with Sort Code: 20-65-82 and account number 43405850.

#### SCHEDULE 1: DETAILS OF SECURITY ASSETS

##### Part 1 Charged Accounts

Registered land				
Chargor	Address	Administrative Area		Title number
Circle Birmingham Limited (lessee)	Plot 5, Pebble Mill Road, Edgbaston, Birmingham B5 7QQ	Birmingham		WM 993655
Health Properties (South Manchester) Limited	Freehold land being part of the former Withington Hospital Site, Princess Road, Didsbury, Manchester	Manchester		MAN 177294 /GM901565
Unregistered land				
Chargor	Address	Document describing the Real Property		
		Date	Document	Parties
[◆ ]	[◆ ]	[◆ ] 20[◆]	[◆ ]	[◆ ]

##### Part 2: Charged Securities

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Circle Holdings Plc	Circle International Plc (company number 5255440)	Ordinary	1,931,251	1,931,251 ordinary shares of £0 10 each

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

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Short particulars

	Health Capital Ltd (company number 6637984)	Ordinary	1	1 ordinary share of £1 00 each
	Nations Healthcare Ltd (company number 4523677)	C Preference Shares	4,500,000	55,202,645 A ordinary shares of £0 01 each  7,303,605 non-voting B ordinary shares of £0 01 each  22,000,000 C preference shares of £1 00 each
	Circle (Welbeck) Ltd (company number 7808433)	Preference	97,790,901	100 ordinary shares of £0 01 each  137,793,702 preference shares at £1 00 each
Health Properties Ltd	Health Properties Management Ltd (company number 5811838)	Ordinary	1	1 ordinary share of £1 00 each
Circle International Plc	Circle Health Limited (company number 5042771)	Ordinary	50,100	100,000 ordinary shares of £0 10 each
	Nations Healthcare Ltd (company number 4523677)	C Preference	17,500,000	55,202,645 A ordinary shares of £0 01 each  7,303,605 non-voting B shares of £0 01 each  22,000,000 C preference shares of £1 00 each
	Circle (Welbeck) Ltd (company number 7808433)	Preference	40,002,801	100 ordinary shares of £0 01 each  137,793,702 preference shares at £1 00 each
Circle Health Ltd	Nations Healthcare Ltd (company number 4523677)	A Ordinary	55,202,645  7,303,574	55,202,645 A ordinary shares of £0 01 each  7,303,605 non-voting B shares of £0 01 each  22,000,000 C preference

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

		Non-voting B shares		shares of £1 00 each
	Circle Hospital (Reading) Ltd (company number 6995585)	Ordinary	1	1 ordinary shares of £1 00 each
	Circle Hinchingsbrooke Ltd (company number 7523563)	Ordinary	1	1 ordinary shares of £1 00 each
	Circle Property Development Ltd  (company number 7714059)	Ordinary	1	1 ordinary shares of £1 00 each
	Circle (Welbeck) Ltd (company number 07808433)	Ordinary	100	100 ordinary shares of £0 01 each  137,793,702 preference shares at £1 00 each
	Circle Birmingham Ltd (company number 7714029)	Ordinary	1	1 ordinary share of £1 00 each
	Circle Clinics Limited (company number 06435138)	Ordinary	1	1 ordinary share of £1 00 each
Nations Healthcare Ltd	Nations Healthcare (Burton) Ltd (company number 5153609)	Ordinary	250,000	250,000 ordinary shares of £1 00 each
	Nations Healthcare (North Bradford) Limited (company number 4835960)	Ordinary	150,000	150,000 ordinary shares of £1 00 each
	Nations Healthcare West London 2006 Ltd (company number 5870149)	Ordinary	1	1 ordinary share of £1 00 each

### Part 3: Charged Accounts

Account	Sort Code	Account	Type	Account	Account Bank Branch Address
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## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

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Short particulars

Holder		Number		Bank	
Circle Holdings plc	20-65-82	33164780	Business Premium Account	Barclays	Barclays Corporate, Level 27, 1 Churchill Place, London E14 5HP, United Kingdom
	20-65-82	83257401	Deposit	Barclays	Barclays Corporate, Level 27, 1 Churchill Place, London E14 5HP, United Kingdom
Circle International Plc	20-65-82	20107735	Current	Barclays	Barclays Corporate, Level 27, 1 Churchill Place, London E14 5HP, United Kingdom
Circle (Welbeck) Limited	20-65-82	23796930	Current	Barclays	Barclays Corporate, Level 27, 1 Churchill Place, London E14 5HP, United Kingdom
Circle Health Limited	20-65-82	40635707	Current	Barclays	Barclays Corporate, Level 27, 1 Churchill Place, London E14 5HP, United Kingdom
Nations Healthcare Limited	20-36-47	03310272	Bond Collateral	Barclays	Barclays Corporate, Level 27, 1 Churchill Place, London E14 5HP, United Kingdom
	20-36-47	40013897	Current	Barclays	Barclays Corporate, Level 27, 1 Churchill Place, London E14 5HP, United Kingdom
	20-36-47	10413895	BR Tracker	Barclays	Barclays Corporate, Level 27, 1 Churchill Place, London E14 5HP, United Kingdom
	23-97-97	00731447	Cover	Barclays	Barclays Corporate, Level 27, 1 Churchill Place, London E14 5HP, United Kingdom
Nations Healthcare (Burton) Ltd	20-36-47	70724033	Primary Collection	Barclays	Barclays Corporate, Level 27, 1 Churchill Place, London E14 5HP, United Kingdom
	20-36-47	60318515	Current	Barclays	Barclays Corporate, Level 27, 1 Churchill Place, London E14 5HP, United Kingdom
Circle Clinics Limited	20-65-82	00744093	Current	Barclays	Barclays Corporate, Level 27, 1 Churchill Place, London E14 5HP, United Kingdom
Circle Hospital (Reading) Limited	20-00-00	63262618	Current	Barclays	Barclays Corporate, Level 27, 1 Churchill Place, London E14 5HP, United Kingdom

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

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Short particulars

Health Capital Limited	20-65-82	93442217	Current	Barclays	Barclays Corporate, Level 27, 1 Churchill Place, London E14 5HP, United Kingdom
Health Properties Management Limited	20-65-82	90230839	Current	Barclays	Barclays Corporate, Level 27, 1 Churchill Place, London E14 5HP, United Kingdom
	20-65-82	10575453	Current	Barclays	Barclays Corporate, Level 27, 1 Churchill Place, London E14 5HP, United Kingdom

### Part 4: Relevant Contracts

Chargor	Date of Relevant Contract	Parties	Details of Relevant Contract
[ ]	[ ] 20[ ]	[ ]	[ ]
[ ]	[ ] 20[ ]	[ ]	[ ]

### Part 5: Insurances

Insured/Chargor	Type of Cover	Insurer	Policy number
Circle Holdings Plc	D&O	ACE Europe - 50% Liberty International - 50%	UKDRNC54106
Circle Holdings Plc	D&O	ACE Europe - 75% Liberty International - 25%	UKDRNC54105
Health Investment Holdings Ltd (Jersey), Clinical Excellence Partnership Trustee Ltd, Health Properties Employee Ownership &/or Subsidiary Co's	Medical Malpractice	Allied World Assurance Company	B0509ZQ002711
Health Investment Holdings Ltd (Jersey), Clinical Excellence Partnership Trustee Ltd, Health Properties Employee Ownership &/or Subsidiary Co's	D&O	ACE Europe	UKDAO039360

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged			
	Please give the short particulars of the property mortgaged or charged			
Short particulars				
	Circle Holdings Plc, Clinical Excellence Partnership Trustee Ltd, Health Properties Employee Ownership and/or Subsidiary and/or Associated Companies including - Circle Health Ltd Health Properties Management Ltd Nations Healthcare Ltd Circle Hospital (Bath) Ltd Circle Clinic Stratford Ltd Windsor Hand Surgery Ltd t/a The Hand Clinic	Commercial Combined	Travelers Insurance Co Ltd	UC PMH 3943178
	Circle Holdings Plc, Clinical Excellence Partnership Trustee Ltd, Health Properties Employee Ownership and/or Subsidiary and/or Associated Companies including - Circle Health Ltd Health Properties Management Ltd Nations Healthcare Ltd Circle Hospital (Bath) Ltd Circle Clinic Stratford Ltd Windsor Hand Surgery Ltd t/a The Hand Clinic	Computer	Royal & SunAlliance	RSAP677933200
	Circle Holdings Plc, Clinical Excellence Partnership Trustee Ltd, Health Properties Employee Ownership and/or Subsidiary and/or Associated Companies including - Circle Health Ltd Health Properties Management Ltd Nations Healthcare Ltd Circle Hospital (Bath) Ltd Circle Clinic Stratford Ltd	PA/Travel	Chartis Insurance	15900455

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Particulars of a mortgage or charge

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Short particulars

Windsor Hand Surgery Ltd t/a The Hand Clinic			
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Part 6: Intellectual Property

Chargor	Details of Intellectual Property
[ ]	
[ ]	

Part 7: Office Equipment

Chargor	Details of Office Equipment
[ ]	
[ ]	





## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 5042771  
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A GROUP DEBENTURE DATED 3  
FEBRUARY 2012 AND CREATED BY CIRCLE HEALTH LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
EACH OBLIGOR TO JCAM GLOBAL FUND (MASTER) LP ON  
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 11 FEBRUARY  
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 FEBRUARY  
2012

*Rp*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES