



Registration of a Charge

Company name: **GHG 15 (HIGHFIELD HOSPITAL) LIMITED**

Company number: **05783490**



X7KYFZ2O

Received for Electronic Filing: **17/12/2018**

Details of Charge

Date of creation: **13/12/2018**

Charge code: **0578 3490 0011**

Persons entitled: **LINK ASSET SERVICES (LONDON) LIMITED AS SECURITY TRUSTEE FOR EACH OF THE SECURED PARTIES AS DEFINED IN THE ACCOMPANYING COPY INSTRUMENT**

Brief description:

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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 ORIGINAL
INSTRUMENT.**

Certified by:

CHARLIE HOW, PAUL HASTINGS (EUROPE) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5783490

Charge code: 0578 3490 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th December 2018 and created by GHG 15 (HIGHFIELD HOSPITAL) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th December 2018 .

Given at Companies House, Cardiff on 18th December 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 13 DECEMBER **2018**

THE PERSONS LISTED IN SCHEDULE 1
as Chargors

in favour of

LINK ASSET SERVICES (LONDON) LIMITED
as the Security Trustee

LIGHTWEIGHT FLOATING CHARGE

**PAUL
HASTINGS**

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THIS FLOATING CHARGE is made by way of deed on 13 December 2018 by:

- (1) THE PERSONS listed in Schedule 1 (*Chargors*) (each a “**Chargor**” and together, the “**Chargors**”) in favour of:
- (2) LINK ASSET SERVICES (LONDON) LIMITED (formerly known as Capita Asset Services (London) Limited) as security trustee for each of the Secured Parties (the “**Security Trustee**”).

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Terms defined

In this Floating Charge:

“**Administration Event**” means:

- (a) the presentation of an application to the court for the making of an administration order in relation to a Chargor; or
- (b) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to a Chargor or files such a notice with the court.

“**Amended and Restated Propco Facility Agreement**” means the Existing Propco Facility Agreement as amended and restated in accordance with the terms of the Propco Facility Agreement Amendment and Restatement Deed.

“**Amended and Restated Swap Term Loan Facility Agreement**” means the Existing Swap Term Loan Facility Agreement as amended and restated in accordance with the terms of the Swap Term Loan Facility Agreement Amendment and Restatement Agreement.

“**Existing Security**” means the Security granted by, amongst others, the Propcos in favour of the Security Trustee as trustee for the Finance Parties in effect immediately before each of the Propco Facility Agreement Amendment and Restatement Deed and the Swap Term Loan Facility Agreement Amendment and Restatement Agreement becomes effective including, without limitation, the Security granted by the Propcos pursuant to each of the documents specified in Part 1 (*Initial Existing Security Documents*) and Part 2 (*Additional Existing Security Documents*) of Schedule 2 (*Existing Security Documents*) of the Effective Date Deed of Confirmation.

“**Finance Documents**” means the Propco Finance Documents and the STL Finance Documents.

“**Finance Parties**” means the Propco Finance Parties and the Swap Term Loan Finance Parties.

“**Floating Charge Asset**” means, in relation to a Chargor, any of the assets and undertaking of that Chargor from time to time expressed to be charged by way of floating charge under Clause 3.1 (*Lightweight Floating Charge*).

“Intercreditor Agreement” means the intercreditor agreement dated 15 December 2006 between, amongst others, the Security Trustee and the Lenders (as defined therein) as amended and/or restated on 12 April 2013, 28 May 2015 and on or about the date of this Floating Charge and as further amended, varied, novated or supplemented from time to time.

“Party” means a party to this Floating Charge.

“Propco Facility Agreement” means the up to £1,650,000,000 propco facility agreement dated 6 October 2006 entered into between, amongst others, the Obligors’ Agent, the Lenders and the Agent, relating to the acquisition of the General Healthcare Group portfolio of properties, as amended and/or restated on 12 December 2006, 3 May 2007, 31 March 2008, 28 January 2009, 12 April 2013, 15 October 2013, 10 April 2014, 11 July 2014, 13 October 2014, 12 January 2015, 10 April 2015, 28 May 2015, 6 October 2015, 9 October 2018, on or around the date of this Floating Charge and as further amended, supplemented, restated or otherwise modified from time to time.

“Propco Facility Agreement Amendment and Restatement Deed” means the amendment and restatement deed relating to the Existing Propco Facility Agreement dated on or around the date of this Floating Charge.

“Propco Finance Document” means a “Finance Document” as defined in the Propco Facility Agreement.

“Propco Finance Party” means a “Finance Party” as defined in the Propco Facility Agreement.

“Propco Secured Obligations” means the “Secured Obligations” as defined in the Propco Facility Agreement.

“Receiver” means a receiver, receiver and manager or an administrative receiver (as the Security Trustee may specify at any time in any relevant appointment) and that term will include any appointee made under a joint or several appointment by the Security Trustee.

“Relevant Scottish Leases” means:

- (a) the lease between Pantomime Propco 29 Limited (now known as GHG 29 (Fernbrae Hospital) Limited) and BMI Healthcare Limited registered in the Land Register under Title Number ANG42745 on 15 August 2006, as amended on or about the date of this Floating Charge and as subsequently amended or varied;
- (b) the lease between Pantomime Propco 3 Limited (now GHG3 (Ross Hall Hospital) Limited further to change of name 7 November 2006) and BMI Healthcare Limited dated 29 July 2006 and registered in the Books of Council and Session and in the Land Register of Scotland on 15 August 2006 under Title Number GLA 188620, as amended on or about the date of this Floating Charge and as subsequently amended or varied; and
- (c) the lease between Pantomime Propco 19 Limited (now GHG 19 (Albyn Hospital) Limited) and BMI Healthcare Limited registered in the Land

Register of Scotland under Title Number ABN87224 on 15 August 2006, as amended on or about the date of this Floating Charge and as subsequently amended or varied.

“Scottish Assets” means all of the undertaking, property and assets of each Chargor (both present and future) located in Scotland or which are otherwise governed by Scots law and **“Scottish Asset”** shall be construed accordingly.

“Secured Obligations” means the Propco Secured Obligations and the Swap Term Loan Secured Obligations.

“Secured Parties” means (i) the Finance Parties and (ii) any other Secured Parties (as defined in the Intercreditor Agreement).

“Security Period” means the period beginning on the date of this Floating Charge and ending on the date on which the Security Trustee is satisfied that the Secured Obligations have irrevocably and unconditionally been paid or discharged in full and no Secured Party is under any further actual or contingent obligation to make further advances or provide any other financial accommodation to any Chargor or any other person under any of the Finance Documents.

“STL Finance Document” has the meaning given to such term in the Swap Term Loan Facility Agreement.

“Swap Term Loan Facility Agreement” means the term loan facility agreement dated 28 May 2015 between the Obligors, the STL Facility Agent, the Agent and the Swap Term Loan Lender(s) as amended on 9 October 2018 and as further amended and restated on or about the date of this Floating Charge and as amended, supplemented, restated or otherwise modified from time to time.

“Swap Term Loan Facility Agreement Amendment and Restatement Agreement” means the amendment and restatement agreement relating to the Existing Swap Term Loan Facility Agreement dated on or around the date of this Floating Charge.

“Swap Term Loan Finance Party” means an **“STL Finance Party”** as defined in the Swap Term Loan Facility Agreement.

“Swap Term Loan Secured Obligations” means the **“Secured Obligations”** as defined in the Swap Term Loan Facility Agreement.

1.2 Terms defined in other Finance Documents

Unless defined in this Floating Charge, or the context otherwise requires, a term defined in the Intercreditor Agreement or the Propco Facility Agreement has the same meaning in this Floating Charge, or any notice given under or in connection with this Floating Charge as if all references in those defined terms to the Intercreditor Agreement or the Propco Facility Agreement were a reference to this Floating Charge or that notice.

1.3 Construction

Clause 1.2 (*Construction*) of the Intercreditor Agreement other than sub-clause 1.2.5 will apply as if incorporated in this Floating Charge, or in any notice given under or in connection with this Floating Charge, as if all references in that Clause to the Intercreditor Agreement were a reference to this Floating Charge or that notice.

1.4 Application of provisions in Propco Facility Agreement

Clauses 9.4 (*Default interest*), 11.3 (*Break Costs*), 13 (*Tax Gross-Up and Indemnities*), 14 (*Increased Costs*), 15 (*Other Indemnities*), 17 (*Costs and Expenses*), 30 (*Changes to the Obligors*), 34 (*Payment Mechanics*), 35 (*Set-off*), 36 (*Notices*), 37.1 (*Accounts*), 37.2 (*Certificates and Determinations*), 40 (*Amendments and Waivers*) and 43.1 (*Jurisdiction of English courts*) of the Propco Facility Agreement are deemed to form part of this Floating Charge as if expressly incorporated into it and as if all references in those clauses to the Propco Facility Agreement were references to this Floating Charge and all references to an Obligor or Borrower were references to a Chargor.

1.5 Application of provisions in Intercreditor Agreement

Clause 30 (*Security Trustee*) of the Intercreditor Agreement is deemed to form part of this Floating Charge as if expressly incorporated into it and as if all references in those clauses to the Intercreditor Agreement were references to this Floating Charge.

1.6 Third Party Rights

- (a) Unless expressly provided to the contrary in this Floating Charge a person who is not a Party has no right under the Contracts (*Rights of Third Parties*) Act 1999, the Contract (Third Party Rights) Scotland Act 2017 or any equivalent legislation in applicable jurisdictions to enforce or to enjoy the benefit of any term of this Floating Charge.
- (b) Notwithstanding any term of any this Floating Charge the consent of any person who is not a Party is not required to rescind or vary this Floating Charge at any time.

1.7 Clawback

If the Security Trustee considers that any amount paid or credited to any Secured Party is capable of being avoided, otherwise set aside or reduced by virtue of any administration, bankruptcy, insolvency, liquidation or similar laws, the liability of each Chargor under this Floating Charge and the Security constituted by this Floating Charge will continue and such amount will not be considered to have been irrevocably paid or credited.

1.8 Effectiveness

This Floating Charge shall be binding on those persons that have executed it, notwithstanding the fact that other persons which are expressed to be a Party to this Floating Charge may not have executed it and this Floating Charge shall become binding upon those persons that have not executed it immediately upon their subsequent execution of it.

1.9 Intercreditor Agreement

This Floating Charge is subject to the provisions of the Intercreditor Agreement.

1.10 Finance Document designation

This Floating Charge is designated as a Propco Finance Document under the Amended and Restated Propco Facility Agreement and as a STL Finance Document under the Amended and Restated Swap Term Loan Facility Agreement.

2. COVENANT TO PAY

Each Chargor covenants with and undertakes to the Security Trustee (as agent and trustee for the Secured Parties) to pay, discharge and satisfy the Secured Obligations in accordance with the terms of the Finance Documents and to indemnify the Secured Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Obligations in accordance with the terms of the Finance Documents.

3. LIGHTWEIGHT FLOATING CHARGE

3.1 Lightweight Floating Charge

Subject to Clause 3.4 (*Existing Security*), each Chargor with (in respect of any asset situated in England) full title guarantee and with (in respect of any Scottish Assets constituting heritable property) absolute warrandice (subject to, and excluding therefrom, the Existing Security in respect of Scottish Assets, and the Relevant Scottish Leases) charges in favour of the Security Trustee (as trustee for the Secured Parties), as security for the payment and discharge of the Secured Obligations, by way of first floating charge all present and future assets and undertaking of that Chargor wherever situated.

3.2 Priority

The floating charges created by each Chargor in Clause 3.1 (*Lightweight Floating Charge*) shall:

- (a) be deferred in point of priority to all Security expressed to be created as fixed security by each Chargor under the Finance Documents; and
- (b) rank in point of priority ahead of all Security expressed to be created as floating security by each Chargor under the Finance Documents (other than this Floating Charge),

in each case, in favour of the Security Trustee (as trustee for the Secured Parties) as security for all or part of the Secured Obligations.

3.3 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charges created by Clause 3.1 (*Lightweight Floating Charge*).

3.4 Existing Security

The parties acknowledge that the ranking of the Security created pursuant to Clause 3.2 (*Priority*) is subject to the Existing Security and the Intercreditor Agreement and that the application of proceeds pursuant to the Floating Charge and the Existing Security is provided for in the Intercreditor Agreement.

4. PROVISIONS AS TO SECURITY

Restriction on dealings

Except where agreed in writing by the Security Trustee or where not prohibited by any Finance Document, no Chargor will at any time during the Security Period create or permit to subsist any Security over all or any part of the Floating Charge Assets or dispose of or otherwise deal with any part of the Floating Charge Assets.

5. ENFORCEMENT OF SECURITY

If an Administration Event occurs, the Security Trustee may enforce the floating charge constituted under Clause 3.1 (*Lightweight Floating Charge*) in relation to the Floating Charge Assets (whether or not in conjunction with the enforcement of any other Security created under the Finance Documents).

6. EXTENSION OF POWERS AND RIGHT OF APPROPRIATION

6.1 Extension of powers

The power of sale or other disposal conferred on the Security Trustee and on any Receiver by this Floating Charge shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Floating Charge.

6.2 Restrictions

The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Floating Charge or to the exercise by the Security Trustee of its right to consolidate all or any of the Security created by or pursuant to this Floating Charge with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Security Trustee without notice to any Chargor on or at any time after this Floating Charge has become enforceable in accordance with Clause 5 (*Enforcement of Security*).

6.3 Power of leasing

- (a) The statutory powers of leasing may be exercised by the Security Trustee at any time on or after this Floating Charge has become enforceable in accordance with Clause 5 (*Enforcement Of Security*) and the Security Trustee and any Receiver may make any lease or agreement for lease, accept surrenders, renunciations of leases and grant options on such terms as it shall think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925 (to the extent applicable).

- (b) For the purposes of Sections 99 and 100 of the Law of Property Act 1925, the expression “Mortgagor” will include any encumbrancer deriving title under any Chargor and neither Sub-section (18) of Section 99 nor Sub-section (12) of Section 100 of the Law of Property Act 1925 will apply.
- (c) No Chargor shall have, at any time during the Security Period, the power pursuant to Section 99 of the Law of Property Act 1925 (to the extent applicable), to make any lease in respect of any Real Property without the prior written consent of the Security Trustee or as permitted pursuant to the terms of the Facility Agreement.

6.4 Right of appropriation

To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003 apply to a Floating Charge Asset, the Security Trustee shall, at any time on behalf of any Secured Party while this Floating Charge is enforceable in accordance with Clause 5 (*Enforcement Of Security*), have the right to appropriate all or any part of that Floating Charge Asset in or towards the payment or discharge of the Secured Obligations. For this purpose, a commercially reasonable method of valuing a Floating Charge Asset shall be:

- (a) in the case of cash on account in a Control Account or any other account, the amount standing to the credit of that Control Account or other account, as applicable, together with any accrued interest, at the time of appropriation; and
- (b) in the case of any investments, shares or securities, their market value determined by the Security Trustee by reference to a public index, independent valuation or by such other process as the Security Trustee may select.

7. APPOINTMENT OF RECEIVER

7.1 Appointment and removal

After this Floating Charge becomes enforceable in accordance with Clause 5 (*Enforcement Of Security*), the Security Trustee may by deed or otherwise (acting through an authorised officer of the Security Trustee), without prior notice to any person:

- (a) appoint one or more persons to be a Receiver of the whole or any part of the Floating Charge Assets; or
- (b) appoint two or more Receivers of separate parts of the Floating Charge Assets; or
- (c) remove (so far as it is lawfully able) any Receiver so appointed; or
- (d) appoint another person(s) as an additional or replacement Receiver(s).

7.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 7.1 (*Appointment and removal*) shall be:

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver;
- (b) for all purposes deemed to be the agent of each Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Security Trustee; and
- (c) entitled to remuneration for his services at a rate to be fixed by the Security Trustee from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

7.3 Statutory powers of appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Trustee under the Law of Property Act 1925 (as extended by this Floating Charge) (to the extent that it applies) or otherwise and such powers shall remain exercisable from time to time by the Security Trustee in respect of any part of the Floating Charge Assets.

8. POWERS OF RECEIVERS

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of any Chargor) have and be entitled to exercise, in relation to the Floating Charge Assets (and any asset of that Chargor which, when got in, would be a Floating Charge Asset in respect of which he was appointed), all of the rights, powers and discretions as varied and extended by the provisions of this Floating Charge (in the name of or on behalf of any Chargor or in his own name and, in each case, at the cost of that Chargor) conferred on it by any law and to the extent permitted by applicable law, including:

- (a) all the powers conferred by the Law of Property Act 1925 (to the extent applicable) on mortgagors and on mortgagees in possession and on receivers appointed under that Act;
- (b) all the rights, powers and discretions of an administrative receiver set out in Schedules 1 and 2 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (c) all the powers, rights and discretions of an absolute owner or heritable proprietor and power to do or omit to do anything which a Chargor itself could do or omit to do; and
- (d) the rights, powers and discretions to do all things (including bringing or defending proceedings in the name or on behalf of a Chargor) which seem to the Receiver to be incidental or conducive to:
 - (i) any of the functions, powers, authorities or discretions conferred on or vested in him;

- (ii) the exercise of any rights, powers and remedies of the Security Trustee provided by or pursuant to this Floating Charge or by law (including realisation of all or any part of the assets in respect of which that Receiver was appointed); or
- (iii) bringing to his hands any assets of any Chargor forming part of, or which when got in would be, Floating Charge Assets.

9. APPLICATION OF MONEYS

All moneys received or recovered by the Security Trustee or any Receiver pursuant to this Floating Charge or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied first in the payment of the costs, charges and expenses incurred and payments made by the Receiver, the payment of his remuneration and the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by the Security Trustee (notwithstanding any purported appropriation by any Chargor) in accordance with the Intercreditor Agreement.

10. PROTECTION OF PURCHASERS

10.1 Consideration

The receipt of the Security Trustee or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Floating Charge Assets or making any acquisition, the Security Trustee or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

10.2 Protection of purchasers

No purchaser or other person dealing with the Security Trustee or any Receiver shall be bound to inquire whether the right of the Security Trustee or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Security Trustee or such Receiver in such dealings.

11. POWER OF ATTORNEY

11.1 Appointment and powers

Each Chargor by way of security irrevocably appoints the Security Trustee and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all other documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on any Chargor by this Floating Charge or any other agreement binding on each Chargor to which the Security Trustee is party (including the execution and delivery of any deeds, charges, assignments, assignments standard securities or other security and any transfers of the Floating Charge Assets and perfecting the security created or

intended to be created in favour of the Security Trustee in respect of the Floating Charge Assets); and

- (b) enabling the Security Trustee and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Floating Charge or by law.

11.2 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

12. EFFECTIVENESS OF SECURITY

12.1 Continuing security

- (a) The security created by or pursuant to this Floating Charge shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Security Trustee.
- (b) No part of the Security from time to time intended to be constituted by this Floating Charge will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

12.2 Cumulative rights

The security created by or pursuant to this Floating Charge shall be cumulative, in addition to and independent of every other Security which the Security Trustee or any Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior Security held by the Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Floating Charge Assets shall merge into the Security constituted by this Floating Charge.

12.3 No prejudice

The security created by or pursuant to this Floating Charge shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to each Chargor or any other person, or the Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Trustee holds the security or by any other thing which might otherwise prejudice that Security.

12.4 Remedies and waivers

No failure on the part of the Security Trustee to exercise, or any delay on its part in exercising, any rights, powers and remedies of the Security Trustee provided by or pursuant to this Floating Charge, shall operate as a waiver of those rights, powers and remedies, nor shall any single or partial exercise of any such rights, powers and remedies preclude any further or other exercise of that or any other rights, powers and remedies.

12.5 No liability

None of the Security Trustee, its nominee(s) nor any Receiver shall be liable

- (a) to account as a mortgagee, security holder or mortgagee in possession or security holder in possession; or
- (b) for any loss arising by reason of taking any action permitted by this Floating Charge or any neglect or default in connection with the Floating Charge Assets or taking possession of or realising all or any part of the Floating Charge Assets,

except in the case of gross negligence or wilful default upon its part.

12.6 Partial invalidity

If, at any time, any provision of this Floating Charge is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Floating Charge nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Floating Charge is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

12.7 Waiver of defences

The obligations of, and the Security created by, each Chargor under this Floating Charge will not be affected by any act, omission, matter or thing which, but for this Clause 12.7, would reduce, release or prejudice any of its obligations under, or the Security created by, this Floating Charge and whether or not known to that Chargor or any Secured Party including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any Obligor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Obligor or other person or any non-presentment or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any Security;
- (d) any incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person;
- (e) any amendment (however fundamental) or replacement of any document or Security;

- (f) any unenforceability, illegality or invalidity of any obligation of any person under any document or Security; and
- (g) any insolvency or similar proceedings.

12.8 Immediate recourse

Each Chargor waives any right it may have of first requiring a Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any other person before claiming from any Chargor under this Floating Charge. This waiver applies irrespective of any law or any provision of this Floating Charge to the contrary.

12.9 Deferral of rights

Until the end of the Security Period, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Floating Charge:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any guarantor of any Obligor's obligations under this Floating Charge; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Secured Parties under this Floating Charge or of any other guarantee or Security taken pursuant to, or in connection with, this Floating Charge by any Secured Party.

12.10 Collateral Security

Where any Security constituted under this Floating Charge initially takes effect as a collateral or further Security to another Security intended to be constituted under this Floating Charge or which otherwise secures all or any part of the Secured Obligations to which each Chargor is a party then, despite any receipt, release or discharge endorsed on or given in respect of or under the second mentioned Security, the first mentioned Security will operate as an independent Security.

13. PRIOR SECURITY INTERESTS

- (a) In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Floating Charge Assets or in case of exercise by the Security Trustee or any Receiver of any power of sale under this Floating Charge, the Security Trustee may redeem such prior Security or procure the transfer thereof to itself.
- (b) The Security Trustee may settle and agree the accounts of the prior Security and any accounts so settled and passed will be conclusive and binding on each Chargor.
- (c) All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer referred to in paragraph (a) above will be paid by each Chargor to the Security Trustee on demand together with accrued interest

thereon as well as before judgement at the rate from time to time applicable to unpaid sums specified in the Propco Facility Agreement from the time or respective times of the same having been paid or incurred until payment thereof (as well as after as before judgement).

14. SUBSEQUENT SECURITY INTERESTS

If the Security Trustee or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security, assignment, assignation or transfer affecting the Floating Charge Assets or any part of the Floating Charge Assets which is prohibited by the terms of any Finance Document, all payments thereafter by or on behalf of that Chargor to the Security Trustee will (in the absence of any express contrary appropriation by that Chargor) be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received.

15. SUSPENSE ACCOUNTS

All monies received, recovered or realised by the Security Trustee under this Floating Charge (including the proceeds of any conversion of currency) may in the discretion of the Security Trustee be credited to any interest bearing suspense or impersonal account(s) maintained with a financial institution (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Security Trustee's discretion, in or towards the discharge of any of the Secured Obligations.

16. RELEASE OF SECURITY

Upon the expiry of the Security Period, the Security Trustee shall, at the request and cost of each Chargor, release and cancel the security constituted by this Floating Charge without recourse to, or any representation or warranty by, the Security Trustee or any of its nominees.

17. GOVERNING LAW

This Floating Charge and any non-contractual obligations arising out of or in connection with them is governed and construed in accordance with English law, provided that terms particular to Scottish law shall be construed in accordance with Scottish law.

18. COUNTERPARTS

This Floating Charge may be executed in any number of counterparts, each of which is an original and all of which together evidence the same deed.

THIS FLOATING CHARGE has been executed and delivered as a deed by each party hereto on the date specified above.

EXECUTION PAGES TO FLOATING CHARGE

Chargor:

SIGNED as a **DEED** on behalf of **GHG 2 (CLEMENTINE CHURCHILL HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

Director

Witness:

Signature:

Name: *Isabel Viches*

Address:

*Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD*

Notice Details:

Address: GHG 2 (Clementine Churchill Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 3 (ROSS HALL HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

Director

Witness:

Signature:

Name: *Isabel Viches*

Address:

*Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD*

Notice Details:

Address: GHG 3 (Ross Hall Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 4 (PRINCESS MARGARET HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

Director

Witness:

Signature:

Name: *Isabel Viches*

Address:

*Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD*

Notice Details:

Address: GHG 4 (Princess Margaret Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 5 (LONDON INDEPENDENT HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

Director

Witness:

Signature:

Name: *Isabel Viches*

Address:

Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD

Notice Details:

Address: GHG 5 (London Independent Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 6 (THORNBURY HOSPITAL) LIMITED**, acting by a director, in the presence of:




Director

Witness:

Signature: ...

Name: *Isabel V. Jones*

Address:

*Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD*

Notice Details:

Address: GHG 6 (Thornbury Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 7 (CHILTERN HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

[Redacted Signature]

Director

Witness:

Signature:

Name: *Isabel Vines*

Address:

Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD

Notice Details:

Address: GHG 7 (Chiltern Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 3PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 8 (PARK HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

[Redacted Signature]
Director

Witness:

Signature: ... [Redacted Signature]

Name: *Isabel Jones*

Address:

Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD

Notice Details:

Address: GHG 8 (Park Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 9 (BATH CLINIC) LIMITED**, acting by a director, in the presence of:

}

[Redacted Signature]

Director

Witness:

Signature: ... [Redacted Signature]

Name: *Isabel Viches*

Address:

Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD

Notice Details:

Address: GHG 9 (Bath Clinic) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 11 (MOUNT ALVERNIA HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

Director

Witness:

Signature:

Name: *Isabel Viches*

Address:

Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD

Notice Details:

Address: GHG 11 (Mount Alvernia Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 12 (HAMPSHIRE CLINIC) LIMITED**, acting by a director, in the presence of:

}

[Redacted Signature]

Director

Witness:

Signature:

Name: *Leahel Vokes*

Address:

Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD

Notice Details:

Address: GHG 12 (Hampshire Clinic) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 13 (CHAUCER HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

[Redacted Signature]

Director

Witness:

Signature:

Name: *Isabel Vides*

Address:

Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD

Notice Details:

Address: GHG 13 (Chaucer Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

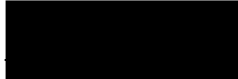
Chargor:

SIGNED as a **DEED** on behalf of **GHG 14 (SHIRLEY OAKS HOSPITAL) LIMITED**, acting by a director, in the presence of:

}


Director

Witness:

Signature: 

Name: *Isabel Viches*

Address:

Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD

Notice Details:

Address: GHG 14 (Shirley Oaks Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 15 (HIGHFIELD HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

Director

Witness:

Signature:

Name: *Isabel V. Jones*

Address:

Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD

Notice Details:

Address: GHG 15 (Highfield Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 16 (CHELSFIELD PARK HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

Director

Witness:

Signature:

Name: *Isabel Vides*

Address:

Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD

Notice Details:

Address: GHG 16 (Chelsfield Park Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 17
(RIDGEWAY HOSPITAL) LIMITED**,
acting by a director, in the presence of:

}

.....
Director

Witness:

Signature:

Name: *Isabel Viches*

Address:

Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD

Notice Details:

Address: GHG 17 (Ridgeway Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 18 (SAXON CLINIC) LIMITED**, acting by a director, in the presence of:

}


Director

Witness:

Signature:

Name: *Isabel V. A. S.*

Address:

*Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD*

Notice Details:

Address: GHG 18 (Saxon Clinic) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 19 (ALBYN HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

[Redacted Signature]

Director

Witness:

Signature: ... [Redacted Signature]

Name: *Robert V. Jones*

Address:

Milbank Tweed Hadley & McCloy L.
10 Gresham Street
London
EC2V 7JD

Notice Details:

Address: GHG 19 (Albyn Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 20 (SARUM ROAD HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

[Redacted Signature]

Director

Witness:

Signature:

Name: *Isabel V. Jones*

Address:

*Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD*

Notice Details:

Address: GHG 20 (Sarum Road Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 21 (SOMERFIELD HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

[Redacted]

Director

Witness:

Signature: ... [Redacted]

Name: *Isabel V. Jones*

Address:

*Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD*

Notice Details:

Address: GHG 21 (Somerfield Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 22 (GARDEN HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

[Redacted Signature]

Director

Witness:

Signature: [Redacted Signature]

Name: *Laurel V. Jones*

Address:

*Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD*

Notice Details:

Address: GHG 22 (Garden Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 23 (FAWKHAM MANOR HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

.....
Director /

Witness:

Signature: ...

Name: *David Duggins*

Address:

Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD

Notice Details:

Address: GHG 23 (Fawkham Manor Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 24 (SLOANE HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

[Redacted Signature]

Director

Witness:

Signature:

Name: *Isabel Viches*

Address:

Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD

Notice Details:

Address: GHG 24 (Sloane Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 25 (WERNDALE HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

[Redacted Signature]
Director

Witness:

Signature:
[Redacted Signature]

Name: *Isabel Vidies*

Address:

Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD

Notice Details:

Address: GHG 25 (Werndale Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 26 (BEARDWOOD HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

[Redacted]

Director

Witness:

Signature:

Name: *Isabel Vides*

Address:

Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD

Notice Details:

Address: GHG 26 (Beardwood Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 27 (ESPERANCE HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

[Redacted]

Director

Witness: [Redacted]

Signature: [Redacted]

Name: *Isabel Viches*

Address:

Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD

Notice Details:

Address: GHG 27 (Esperance Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 28 (MANOR HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

[Redacted Signature]

Director

Witness:

Signature: .. [Redacted Signature]

Name: *Isabel Ades*

Address:

Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD

Notice Details:

Address: GHG 28 (Manor Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 29 (FERNBRAE HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

[Redacted Signature]

Director

Witness:

Signature: ...

Name:

Address:

Isabel Viches

Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD

Notice Details:

Address: GHG 29 (Fernbrae Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 30 (PADDOCKS HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

Director

Witness:

Signature:

Name: *Isabel Viches*

Address:

*Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD*

Notice Details:

Address: GHG 30 (Paddocks Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 31 (BLACKHEATH HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

[Redacted]
Director

Witness:

Signature: ... [Redacted]

Name: *Isabel Vides*

Address:

Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD

Notice Details:

Address: GHG 31 (Blackheath Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 32 (GORING HALL HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

[Redacted]

Director

Witness:

Signature:

Name: *Label Nohes*

Address:

*Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD*

Notice Details:

Address: GHG 32 (Goring Hall Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 33 (BEAUMONT HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

[Redacted Signature]

Director

Witness:

Signature: ... [Redacted Signature]

Name: *Isabel Viches*

Address:

Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD

Notice Details:

Address: GHG 33 (Beaumont Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 34 (PRIORY HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

[Redacted]

Director

Witness:

Signature: [Redacted]

Name: *David Duggins*

Address:

Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD

Notice Details:

Address: GHG 34 (Priory Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 35 (DROITWICH SPA HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

[Redacted]

Director

Witness:

Signature:

Name: *Isabel V. Jones*

Address:

Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD

Notice Details:

Address: GHG 35 (Droitwich Spa Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 36 (WINTERBOURNE HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

[Redacted Signature]

Director

Witness:

Signature: ... [Redacted Signature]

Name: *Isabel Velazquez*

Address:

Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD

Notice Details:

Address: GHG 36 (Winterbourne Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 37 (ALEXANDRA HOSPITAL) LIMITED**, acting by a director, in the presence of:

}

[Redacted Signature]

Director

Witness:

Signature: . [Redacted Signature]

Name: *Isabel Viches*

Address:

Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD

Notice Details:

Address: GHG 37 (Alexandra Hospital) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Chargor:

SIGNED as a **DEED** on behalf of **GHG 38 (PROPERTY HOLDINGS) LIMITED**, acting by a director, in the presence of:

}

.....
Director

Witness:

Signature:

Name: *Isabel V. Jones*

Address:

*Milbank Tweed Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7JD*

Notice Details:

Address: GHG 38 (Property Holdings) Limited
Springfield Lodge Colchester Road, Springfield
Chelmsford, Essex, England, CM2 5PW

Email Address: david@duggins.co

Telephone Number: +44 7785 355898

Contact Name: David Duggins

[Signature Page to Effective Date Lightweight Floating Charge]

Security Trustee:

SIGNED as a **DEED** on behalf of **LINK
ASSET SERVICES (LONDON)
LIMITED**, acting by a director, in the
presence of:



.....
Director

Witness:

Signature:

Name: *F. HAYTER*

Address: *65 Gresham St London EC2V 7NQ*

Notice Details:

Address: 6th Floor 65 Gresham Street
London, United Kingdom, EC2V 7NQ
Email Address: Stefan.Luthringshauser@linkgroup.de
Fax Numbers: +49 (0) 69 1302 3100
Contact Name: Stefan Luthringshauser

[Signature Page to Effective Date Lightweight Floating Charge]

SCHEDULE 1 CHARGORS

Name	Jurisdiction	Company Number
GHG 2 (Clementine Churchill Hospital) Limited	England and Wales	5783441
GHG 3 (Ross Hall Hospital) Limited	England and Wales	5783442
GHG 4 (Princess Margaret Hospital) Limited	England and Wales	5783450
GHG 5 (London Independent Hospital) Limited	England and Wales	5783445
GHG 6 (Thornbury Hospital) Limited	England and Wales	5783451
GHG 7 (Chiltern Hospital) Limited	England and Wales	5783446
GHG 8 (Park Hospital) Limited	England and Wales	5783453
GHG 9 (Bath Clinic) Limited	England and Wales	5783447
GHG 11 (Mount Alvernia Hospital) Limited	England and Wales	5783477
GHG 12 (Hampshire Clinic) Limited	England and Wales	5783487
GHG 13 (Chaucer Hospital) Limited	England and Wales	5783479
GHG 14 (Shirley Oaks Hospital) Limited	England and Wales	5783476
GHG 15 (Highfield Hospital) Limited	England and Wales	5783490
GHG 16 (Chelsfield Park Hospital) Limited	England and Wales	5783482
GHG 17 (Ridgeway Hospital) Limited	England and Wales	5783486
GHG 18 (Saxon Clinic) Limited	England and Wales	5783495
GHG 19 (Albyn Hospital) Limited	England and Wales	5783491
GHG 20 (Sarum Road Hospital) Limited	England and Wales	5783501
GHG 21 (Somerfield Hospital) Limited	England and Wales	5783492
GHG 22 (Garden Hospital) Limited	England and Wales	5783494
GHG 23 (Fawkham Manor Hospital) Limited	England and Wales	5783496
GHG 24 (Sloane Hospital) Limited	England and Wales	5783493
GHG 25 (Werndale Hospital) Limited	England and Wales	5783497
GHG 26 (Beardwood Hospital) Limited	England and Wales	5783502
GHG 27 (Esperance Hospital) Limited	England and Wales	5783498
GHG 28 (Manor Hospital) Limited	England and Wales	5783576
GHG 29 (Fernbrae Hospital) Limited	England and Wales	5783526
GHG 30 (Paddocks Hospital) Limited	England and Wales	5783504
GHG 31 (Blackheath Hospital) Limited	England and Wales	5783528

Name	Jurisdiction	Company Number
GHG 32 (Goring Hall Hospital) Limited	England and Wales	5783503
GHG 33 (Beaumont Hospital) Limited	England and Wales	5783541
GHG 34 (Priory Hospital) Limited	England and Wales	5783575
GHG 35 (Droitwich Spa Hospital) Limited	England and Wales	5783511
GHG 36 (Winterbourne Hospital) Limited	England and Wales	5783524
GHG 37 (Alexandra Hospital) Limited	England and Wales	5783512
GHG 38 (Property Holdings) Limited	England and Wales	5783540