

Dated 9 September 2026

TULIP UK PROPCO LIMITED
as Borrower

and

BRIDGE FINCO LIMITED
as Lender

AMENDMENT AND RESTATEMENT AGREEMENT
relating to the Facility Agreement dated 5 September 2026

Slaughter and May
One Bunhill Row
London EC1Y 8YY
(RMYJ/ANXM)

595143358

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THIS AGREEMENT is dated 9 September 2026 and made between:

- (1) **TULIP UK PROPCO LIMITED**, a company incorporated under the laws of England and Wales with registered number 17363764 and with its registered office located at 5th Floor, Ferguson House, 15 Marylebone Road, London NW1 5JD, United Kingdom, as borrower (the “**Borrower**”); and
- (2) **BRIDGE FINCO LIMITED**, a company incorporated under the laws of England and Wales with company number 16891524 and with its registered office at 10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom, as lender (the “**Lender**”).

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Agreement:

“**Amended Facility Agreement**” means the Original Facility Agreement as amended and restated by this Agreement.

“**Amendment Date**” means the date of this Agreement.

“**Original Facility Agreement**” means the facility agreement dated 5 September 2026 between the Borrower, the Lender, the Security Agent and the Cash Manager.

“**Party**” means a party to this Agreement.

1.2 **Incorporation of defined terms**

- (a) Unless a contrary indication appears, terms defined in the Original Facility Agreement have the same meaning in this Agreement.
- (b) The principles of construction set out in the Original Facility Agreement shall have effect as if set out in this Agreement.

1.3 **Third party rights**

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

1.4 **Designation**

The Borrower and the Lender designate this Agreement as a Finance Document for the purposes of the Original Facility Agreement and the Amended Facility Agreement.

2. **REPRESENTATIONS**

The Borrower makes the Repeating Representations by reference to the facts and circumstances existing on the Amendment Date as if references therein to the Finance Documents or the Transaction Documents included this Agreement and the Amended Facility Agreement.

3. **AMENDMENT AND RESTATEMENT**

3.1 **Amendment**

In accordance with clause 34.1 (*Required consents*) of the Original Facility Agreement, the Borrower and the Lender agree that, with effect from the Amendment Date, the Original Facility Agreement shall be amended and restated so as to be in the form set out in Schedule 1 (*Form of Amended and Restated Facility Agreement*).

3.2 **Continuing obligations**

The provisions of the Original Facility Agreement and the other Finance Documents shall, save as amended by this Agreement, continue in full force and effect. No waivers are given under this Agreement and the Finance Parties reserve all rights and remedies in respect of any breach of, or Default under, the Finance Documents.

4. **GOVERNING LAW**

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

5. **MISCELLANEOUS**

The provisions of clauses 30 (*Notices*), 35 (*Confidential Information*), 36 (*Counterparts*), 37 (*Restrictions on Winding-Up Petitions against the Obligors*) and 39 (*Enforcement*) of the Original Facility Agreement shall be incorporated into this Agreement as if set out in full in this Agreement.

SCHEDULE 1
FORM OF AMENDED AND RESTATED FACILITY AGREEMENT

Dated 5 September 2026

(as amended and restated on 9 September 2026)

TULIP UK PROPCO LIMITED

as Borrower

and

BRIDGE FINCO LIMITED

as Lender

and

CSC TRUSTEES LIMITED

as Security Agent

and

CSC FINANCE HOLDING IRELAND LIMITED

as Cash Manager

FACILITY AGREEMENT

Slaughter and May

One Bunhill Row
London EC1Y 8YY
(RMYJ/RQXC)

595142867

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THIS AGREEMENT is dated 5 September 2026 (as amended and restated on 9 September 2026) and made between:

- (1) **TULIP UK PROPCO LIMITED**, a company incorporated under the laws of England and Wales with registered number 17363764 and with its registered office located at 5th Floor, Ferguson House, 15 Marylebone Road, London NW1 5JD, United Kingdom, as borrower (the “**Borrower**”);
- (2) **BRIDGE FINCO LIMITED**, a company incorporated under the laws of England and Wales with company number 16891524 and with its registered office at 10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom, as lender (the “**Lender**”);
- (3) **CSC TRUSTEES LIMITED**, a private limited company incorporated under the laws of England and Wales with company number 10830936 and with its registered office located at 10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom, as security trustee for the Secured Parties (the “**Security Agent**”); and
- (4) **CSC FINANCE HOLDING IRELAND LIMITED**, a private limited company incorporated under the laws of Ireland with company number 441725 and with its registered office at The Sidings, 4th Floor, Grand Canal Quay, Dublin 2, D02 E7K8, as cash manager (the “**Cash Manager**”).

IT IS AGREED as follows:

SECTION 1 INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

“Acceptance Notice” has:

- (a) in relation to a Permitted Substitution, the meaning given to that term in Schedule 6 (*Substitution of a Property*); and
- (b) in relation to a Permitted Contribution, the meaning given to that term in Schedule 7 (*Contribution of a Property*).

“Accession Deed” means a document substantially in the form set out in Schedule 9 (*Form of Accession Deed*).

“Account” means the Transaction Account, the General Account, the Specific Purpose Account, the Rent Deposit Account and the Proceeds Account maintained by the Borrower in accordance with Clause 15.1 (*Designation of Accounts*).

“Account Bank” means Bank of New York Mellon, London Branch or any other bank or financial institution, provided such bank or financial institution:

- (a) has the Requisite Account Bank Ratings (or its Holding Company has the Requisite Account Bank Ratings and such Holding Company has provided an unconditional and unlimited guarantee for the obligations of such bank or financial institution);
- (b) has provided or will provide an acknowledgement of the Transaction Security granted in respect of the Accounts held with it in accordance with a Security Agreement; and
- (c) is not a Sanctions Restricted Person.

“Account Bank Agreement” means the account bank agreement dated on or about the date of this Agreement between, among others, the Borrower and the Account Bank or such other account bank agreement (which shall be on substantially the same terms as the account bank agreement entered into on or about the date of this Agreement or otherwise on terms acceptable to the Lender) entered into with any successor account bank appointed in accordance with the Finance Documents.

“Account Bank Fee Amount” means, on any given date, the aggregate amount of the fees, costs, charges, expenses, liabilities and other amounts properly incurred by the Lender to the Account Bank in connection with the Loan and any financing of the Loan.

“Accounting Expert” means:

- (a) any one of the following accounting firms:
 - (i) Deloitte;
 - (ii) PricewaterhouseCoopers;
 - (iii) Ernst & Young;
 - (iv) KPMG; or
 - (v) Grant Thornton; or
- (b) any other leading accounting firm of international repute,
selected in accordance with Clause 18.4 (*Expert determination*).

“Acquisition” means the acquisition by the Borrower of:

- (a) the Initial Properties (other than the Solihull Property); and
- (b) the entire issued share capital of Spire No. 1 (which owns the Solihull Property).

“Additional Equity” means the amount actually received in cash by the Borrower (after deducting any Taxes, fees, costs and expenses incurred by the Borrower) and credited to a Specific Purpose Account, in respect of a Permitted Share Issue by the Borrower after the date of this Agreement.

“Adverse Tax Effect” means, in respect of any transaction, a Tax liability arising to, or a negative impact on the ongoing Tax treatment (whether on a permanent or temporary basis) of, an Obligor and/or the Lender, where the same:

- (a) would not have arisen but for the occurrence of the relevant transaction; and
- (b) is reasonably regarded by the Lender as having an adverse impact on its interests or on an Obligor’s rights or obligations under any Finance Document,

save to the extent that:

- (i) (x) such Tax liabilities have been paid or have had a cash reserve set aside in full on or prior to the date of the proposed transaction or the Borrower has proposed and implemented a solution which, in the Lender’s reasonable opinion, will ensure that the affected persons are fully protected against all such Tax liabilities or negative impact on Tax treatment and (y) there is not nor could there reasonably be expected to be any adverse impact on the cashflows under any Finance Document (after taking into account the effect of any such payment, reserve or other solution); or
- (ii) the Lender (acting reasonably and in good faith) determines that such Tax liabilities or negative impact is de minimis and is not material or is, or is capable of being, mitigated in full at zero cost to the Obligors or any Finance Party.

“Affiliate” means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

“Agreement for Lease” means an agreement to grant an Occupational Lease for all or part of a Property.

“Allocated Loan Amount” means:

- (a) in relation to an Initial Property, the amount set out in the column entitled “Allocated Loan Amount” in Schedule 1 (*The Initial Properties*) in respect of that Initial Property;
- (b) in relation to a Permitted Substitute Property, the Allocated Loan Amount of the Property which was substituted for that Permitted Substitute Property; or
- (c) in relation to a Permitted Contributed Property, an amount determined, as agreed between the Borrower and the Lender, by multiplying the outstanding principal amount of the Loan by a fraction equal to (x) the Market Value of the relevant Permitted Contributed Property (as specified in the Valuation Report dated the Completion Date) divided by (y) the aggregate of the Market Value of the Permitted Contributed Property (as so specified) and the Market Value of the other Properties (as specified in the most recent Valuation Report in respect of each such Property),

in each case less (i) the aggregate principal amount that has been prepaid specifically in respect of that Property; and (ii) a pro rata proportion (based on the Market Value of each Property, as set out in the most recent Valuation Report in respect of each such Property) of the aggregate principal amount that has been prepaid but not specifically in respect of any Property, in each case in accordance with paragraph (A) of Clause 7.3 (*Mandatory prepayment*). Following each Permitted Contribution, the Allocated Loan Amount of each Property (other than the relevant Permitted Contributed Property) shall be reduced by an amount equal to (x) the Allocated Loan Amount of the relevant Permitted Contributed Property (as determined in accordance with paragraph (c) above), multiplied by (y) the Market Value of the relevant Property (as specified in the most recent Valuation Report in respect of such Property) divided by the aggregate Market Value of all the Properties (other than the relevant Permitted Contributed Property) (as so specified).

“Amendment and Restatement Agreement” means the amendment and restatement agreement dated 9 September 2026 between the Borrower and the Lender relating to this Agreement.

“Anti-Corruption Laws” means any applicable law or regulation in the US or any non-US jurisdiction where an Obligor or any of its Affiliates conduct business (including the United Kingdom, the European Union or any other relevant jurisdiction) regarding bribery or any other corrupt activity, including the US Foreign Corrupt Practices Act and the United Kingdom Bribery Act 2010.

“Anti-Money Laundering Laws” means any applicable law or regulation in the US or any non-US jurisdiction where an Obligor or any of its Affiliates conduct business (including the United Kingdom, the European Union or any other relevant jurisdiction) regarding money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes, including

the Currency and Foreign Transactions Reporting Act of 1970 (otherwise known as the Bank Secrecy Act) and the USA PATRIOT Act.

“Ares” means Ares Management Limited, Ares Management UK Limited, Ares Management Luxembourg and/or any affiliate of the foregoing.

“Arranger” means Song Capital Management LLP and its Affiliates.

“Associated Person” means:

- (a) in relation to a partnership, limited partnership or limited liability partnership, its partners or members (as the case may be); and
- (b) in relation to any person (including any person falling within paragraph (a) above), an officer, director or employee of that person, in each case acting in its capacity as such.

“Auditor Fee Amount” means, on any given date, the aggregate amount of the fees, costs, charges, expenses, liabilities and other amounts properly incurred by the Lender to its auditor in respect of audit services provided to the Lender.

“Authorisation” means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

“Availability Period” means the period from the date of this Agreement to the earliest of:

- (a) the date falling six months after the date of this Agreement or, if:
 - (i) the long-stop date included as a term of the Spire Group Acquisition pursuant to Rule 12 of the City Code on Takeovers and Mergers (the **“Takeover Code”**) or Appendix 7 of the Takeover Code (as applicable) is extended with the consent of the Panel on Takeovers and Mergers to a date later than the date falling six months after the date of this Agreement; or
 - (ii) on or prior to the date falling six months after the date of this Agreement, Bidco has the right to exercise the squeeze-out procedures set out in Chapter 3 of Part 28 of the Companies Act 2006 in respect of the Spire Group Acquisition,the date falling six months and eight weeks after the date of this Agreement;
- (b) the date on which it is announced that the Spire Group Acquisition is not proceeding; and
- (c) the date on which the Commitment is cancelled.

“Available Facility” means, subject as otherwise set out in this Agreement, the Commitment minus:

- (a) the outstanding amount of the Loan; and

- (b) in relation to a proposed Utilisation, the principal amount of the Loan that is due to be made on or before the proposed Utilisation Date.

"Bidco" means Tulip UK Bidco Limited (a company incorporated under the laws of England and Wales with registration number 17362218).

"Blocked Account" means the Transaction Account, the Proceeds Account, the Rent Deposit Account, the Specific Purpose Account and any other Account with the Account Bank over which the Cash Manager has sole signing rights (other than where such rights arise by virtue of the occurrence of a misrepresentation, a Default or an Event of Default).

"Borrower Confidential Information" means all information relating to each Obligor, the Shareholder, the Sponsor, each tenant under an Occupational Lease or any of their Affiliates or the Properties of which a Finance Party (or any person acting on behalf of that Finance Party) becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party (or any person acting on behalf of that Finance Party) in relation to, or for the purpose of that Finance Party becoming a Finance Party under, the Finance Documents or the Facility from:

- (a) an Obligor, the Shareholder, the Sponsor or any of their respective Affiliates or any adviser of any of the foregoing; or
- (b) another Party, if the information was obtained by that Party directly or indirectly from an Obligor, the Sponsor or any of their respective Affiliates or any adviser of any of the foregoing,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

- (i) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of Clause 35 (*Confidential Information*);
- (ii) is identified in writing at the time of delivery as non-confidential; or
- (iii) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with an Obligor, the Shareholder, the Sponsor or any of their respective Affiliates and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London, Dublin and Jersey.

"Cash Management Agreement" means the cash management agreement to be dated on or around the date of this Agreement between, among others, the Borrower and the Cash Manager or such other cash management agreement (which shall be on substantially the same terms as the cash management agreement entered into on or about the date of this Agreement or

otherwise on terms acceptable to the Lender) entered into with any successor cash manager appointed in accordance with the Finance Documents.

“Cash Trap Event” means any of the following:

- (a) the Historical Interest Cover being less than 140 per cent.;
- (b) the Projected Interest Cover falling below 140 per cent.; and/or
- (c) the Loan to Value exceeding 55 per cent.

“CHP” means Classic Hospitals Property Limited (company number: 5389607).

“Code” means the US Internal Revenue Code of 1986.

“Commitment” means £500,000,000, to the extent not cancelled or reduced under this Agreement.

“Compensation Prepayment Proceeds” means any amount of Compensation Proceeds designated as such in accordance with Clause 20.11 (*Compensation Proceeds*).

“Compensation Proceeds” means, in respect of a Property, the proceeds of all compensation and/or damages for the compulsory purchase of, or any blight or disturbance affecting, that Property after deducting (to the extent not otherwise reimbursed to an Obligor):

- (a) any reasonable and documented costs and expenses properly incurred by an Obligor to a person who is not an Affiliate of any Obligor or a Sponsor Affiliate; and
- (b) any Tax incurred and required to be paid, or reserved for, by an Obligor (as reasonably determined by that Obligor and as approved by the Lender acting reasonably on the basis of the rates of Tax prevailing at the time of receipt of the proceeds and taking into account any available credit, deduction or allowance),

in each case in relation to such compulsory purchase, blight or disturbance.

“Completion Date” has:

- (a) in relation to a Permitted Substitution, the meaning given to that term in Schedule 6 (*Substitution of a Property*); and
- (b) in relation to a Permitted Contribution, the meaning given to that term in Schedule 7 (*Contribution of a Property*).

“Compliance Certificate” means a certificate substantially in the form set out in Schedule 8 (*Form of Compliance Certificate*).

“Confidential Information” means the Borrower Confidential Information and the Lender Confidential Information.

“Confidentiality Undertaking” means a confidentiality undertaking in a form agreed between the Borrower and the Lender.

“Consortium Fund Investor” means any person which is from time to time an investor (whether as a limited partner, shareholder or otherwise) in a Consortium Lender, in its capacity as such an investor.

“Consortium Lender” means, collectively or individually, any trust, fund, account, partnership and/or other entity managed or advised, owned and/or controlled directly or indirectly by:

- (a) the Sponsor;
- (b) Ares; and/or
- (c) Three Hills,

and/or any wholly owned Subsidiaries of the foregoing.

“Contribution Property” has the meaning given to that term in Schedule 7 (*Contribution of a Property*).

“CQC” means the Care Quality Commission established under the Health and Social Care Act 2008 or any successor body or bodies established as the independent regulator of health and social care in England.

“CTA” means the Corporation Tax Act 2009.

“Curable Major Damage Default” has the meaning given to it in Clause 21.15 (*Major damage*).

“Default” means an Event of Default or any event or circumstance specified in Clause 21 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

“Delegate” means any delegate, agent, attorney or co-trustee appointed by the Security Agent.

“Determination Agent” has the meaning given to it in Schedule 4 (*Prepayment Amount*).

“Determination Date” means, in respect of each Quarterly Payment Date, the date falling five Business Days prior to that Quarterly Payment Date.

“Direction” has the meaning given to it in Clause 10.2 (*Tax gross-up*).

“Disposal Proceeds” means, in respect of a Property, the proceeds derived from the disposal of that Property in accordance with Clause 19.4 (*Disposals*) after deducting (to the extent not otherwise reimbursed to an Obligor):

- (a) any reasonable and documented costs and expenses properly incurred by an Obligor to a person who is not an Affiliate of any Obligor or a Sponsor Affiliate; and

- (b) any Tax incurred and required to be paid, or reserved for, by an Obligor (as reasonably determined by that Obligor and as approved by the Lender acting reasonably on the basis of the rates of Tax prevailing at the time of receipt of the proceeds and taking into account any available credit, deduction or allowance),

in each case in relation to that disposal.

“Disruption Event” means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facility (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or
- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:
 - (i) from performing its payment obligations under the Finance Documents; or
 - (ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

“Distressed Debt Fund” means a bank, financial institution or fund set up principally or solely to buy “unlikely to pay”, sub-performing and non-performing loans of one or more other banks, financial institutions and/or funds.

“DSRA Account” means a bank account in the name of, and specified as such by, the Lender.

“DSRA Advance” means an advance made or to be made by the Borrower (as lender) to the Lender (as borrower) under the DSRA Loan Agreement.

“DSRA Loan” means the aggregate outstanding amount of the DSRA Advances made under the DSRA Loan Agreement.

“DSRA Loan Agreement” means the agreement dated on or about the date of this Agreement between the Borrower, the Lender and the Security Agent evidencing the terms of the DSRA Loan.

“DSRA Required Amount” means, on any date, an amount equal to the sum of the scheduled interest payments in respect of the Loan which are projected to be due and payable within the following 12 months.

“EBITDAR” means the earnings (being the revenue less the costs and expenses) generated by the business carried on by the tenant under the Occupational Leases at the Properties (or,

where the context so requires, one or more of the Properties) before interest, taxes, depreciation, amortisation and rent, which calculation may (in accordance with industry practice) exclude extraordinary income realised or costs incurred outside the ordinary course, and which calculation shall be performed in a manner generally accepted as market practice and consistent with the methodology currently used by the Spire Group in respect of the business carried on at the Properties as at the date of this Agreement and which was used to calculate the EBITDAR figures in respect of the Initial Properties as referred to in the Initial Valuation and, if certain metrics required to calculate EBITDAR for any period were not included in the methodology used to calculate those EBITDAR figures, that aspect of the calculation shall be performed using generally accepted market practice methodology. If the Lender (acting reasonably) disagrees with the calculation provided, the calculation shall be performed by an Accounting Expert in accordance with Clause 18.4 (*Expert determination*), and that calculation of the relevant Accounting Expert shall prevail over any calculation by the Borrower.

“Energy Performance Certificate” means an energy performance certificate as defined in regulation 2(1) of the EPC Regulations or any replacement or successor certification applicable from time to time.

“Enforcement Notice” means a notice delivered by the Lender under Clause 21.18 (*Acceleration*).

“Enforcement Notice Date” means the date on which an Enforcement Notice is delivered.

“Environment” means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

- (a) air (including, without limitation, air within natural or man-made structures, whether above or below ground);
- (b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and
- (c) land (including, without limitation, land under water).

“Environmental Claim” means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law.

“Environmental Law” means any applicable law or regulation binding upon an Obligor, the Lender or a tenant under an Occupational Lease, which relates to:

- (a) the pollution or protection of the Environment;
- (b) the conditions of the workplace; or
- (c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste.

“Environmental Permits” means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business conducted on or from the Properties.

“EPC Regulations” means the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

“Equity Cure Amount” has the meaning given to it in paragraph (A) of Clause 18.3 (*Cure*).

“Equity Cure Deadline” has the meaning given to it in paragraph (A) of Clause 18.3 (*Cure*).

“Equity Cure Right” has the meaning given to it in paragraph (A) of Clause 18.3 (*Cure*).

“Event of Default” means any event or circumstance specified as such in Clause 21 (*Events of Default*).

“Excluded Use” means, in relation to a Property, any residential use which for any reason would give or entitle a tenant or occupier of such Property to enfranchisement rights or rights to enlarge or extend their interest in the Property or any part thereof or rights of first refusal in respect of the Property or any part thereof or rights to acquire an interest in the Property or part thereof in consideration of payment of a premium whether pursuant to the Leasehold Reform, Housing and Urban Development Act 1993, the Landlord and Tenant Act 1987 or otherwise.

“Existing Facility Agreement” means the interim facility agreement dated on or about the date of this Agreement between, among others, Bidco (as borrower) and National Westminster Bank plc (as lender).

“Existing Indebtedness” means the Financial Indebtedness outstanding under or in connection with the Existing Facility Agreement.

“Existing Security” means any Security securing the Existing Indebtedness.

“Facility” means the term loan facility made available under this Agreement as described in Clause 2 (*The Facility*).

“FATCA” means:

- (a) sections 1471 to 1474 of the Code or any associated regulations;
- (b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or
- (c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

“FATCA Deduction” means a deduction or withholding from a payment under a Finance Document required by FATCA.

“FATCA Exempt Party” means a Party that is entitled to receive payments free from any FATCA Deduction.

“Fee Letter” means any letter or letters dated on or about the date of this Agreement between the Arranger, the Security Agent or the Cash Manager and the Borrower setting out any of the fees referred to in Clause 9 (*Fees*).

“Finance Document” means this Agreement, the Amendment and Restatement Agreement, the Utilisation Request, any Security Document, the Cash Management Agreement, any Account Bank Agreement, any Fee Letter, the DSRA Loan Agreement, any Letter of Credit, the Intercreditor Agreement or any other document designated as such by the Lender and the Borrower.

“Finance Party” means the Security Agent, the Arranger or the Lender.

“Financial Covenant Default” means any event or circumstance described in Clause 21.2 (*Financial covenants*).

“Financial Indebtedness” means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a balance sheet liability;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);
- (h) any amount raised by the issue of shares or partnership interests which are expressed to be redeemable (other than at the option of the issuer) before the Termination Date;

- (i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above.

"First Quarterly Payment Date" means the first Quarter Date.

"Fitch" means Fitch Ratings Ltd and any successor to its rating business.

"Funds Flow Statement" means a funds flow statement in agreed form.

"GAAP" means generally accepted accounting principles in the United Kingdom, including IFRS.

"General Account" means an account designated as such under Clause 15.1 (*Designation of Accounts*) and includes any replacement of that account.

"Governmental Authority" means:

- (a) the government of the United States of America, any member state of the European Union, the United Kingdom or any other jurisdiction in which an Obligor conducts all or any part of its business or which asserts jurisdiction over any assets of an Obligor or any state or other political subdivision of any of the foregoing; or
- (b) any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government.

"Governmental Official" means any governmental official or employee, any officer or employee of any government-owned or government-controlled entity, any political party, any official of a political party, any holder of, or candidate for, political office, any official of any public international organisation or anyone else acting in an official capacity for any government.

"Group Structure Chart" means the group structure chart delivered to the Lender pursuant to Part A (*Conditions Precedent to Utilisation*) of Schedule 2 (*Conditions Precedent*).

"Guarantor" means a Subsidiary of the Borrower which becomes a Guarantor in accordance with Clause 23.2 (*Guarantors*).

"Headlease" means a lease under which an Obligor holds title to all or any part of a Property.

"Historical Interest Cover" means, as at any date, the historical EBITDAR as a percentage of Historical Finance Costs during the relevant Calculation Period. For the purposes of this definition:

- (a) **"Calculation Period"** means a period of 12 months or, if less, the period from the Utilisation Date to the date as at which the relevant calculation is made;

- (b) **“Historical Finance Costs”** means the aggregate amount of interest (including any default interest) and periodic fees paid to the Finance Parties under the Finance Documents during the Calculation Period in respect of which historical EBITDAR has been calculated; and
- (c) the Borrower shall calculate Historical Interest Cover pursuant to Clause 17.2 (*Compliance Certificate*) or otherwise at the request of the Lender. However if:
 - (i) the Borrower does not provide a calculation pursuant to Clause 17.2 (*Compliance Certificate*) or when requested by the Lender (as applicable); or
 - (ii) the Lender (acting reasonably) disagrees with the calculation provided,

the calculation shall be performed by an Accounting Expert in accordance with Clause 18.4 (*Expert determination*), and that calculation of the relevant Accounting Expert shall prevail over any calculation by the Borrower.

“HIW” means Healthcare Inspectorate Wales (*Arolygiaeth Gofal Iechyd Cymru*), or any successor body or bodies established as the independent inspectorate/regulator of healthcare services in Wales.

“Holding Company” means, in relation to a person, any other person in respect of which it is a Subsidiary.

“IFRS” means the UK adopted international accounting standards within the meaning of section 474(1) of the Companies Act 2006 to the extent applicable to the relevant financial statements.

“Industry Competitor” means any person whose business materially competes with the business of the Obligors, provided that any person which is a deposit taking financial institution authorised by a financial services regulator to carry out the business of banking and which is managed and controlled independently (and where any information made available under the Finance Documents is not disclosed or otherwise made available to such person) shall not be an Industry Competitor.

“Initial Market Value” means:

- (a) in relation to each Initial Property, the “Trading Valuation” specified in respect of that Initial Property in the Initial Valuation;
- (b) in relation to a Substitute Property, the Initial Market Value of the Property for which that Substitute Property was substituted; or
- (c) in relation to a Contribution Property, the Market Value of that Contribution Property in the Valuation Report dated the Completion Date.

“Initial Occupational Leases” means the Occupational Leases entered into (or, in the case of the Solihull Property, varied pursuant to a deed of release and variation) on or about the Utilisation Date.

“Initial Property” means each property listed in Schedule 1 (*The Initial Properties*).

“Initial Tenant” means each tenant under an Occupational Lease for a Property and being, as at the Utilisation Date, Spire Healthcare Limited (registered in England number 01522532).

“Initial Valuation” means the Valuation of the Initial Properties prepared by the Valuer and supplied to the Lender as a condition precedent under this Agreement on or before the Utilisation Date.

“Insurance Prepayment Proceeds” means any amount of Insurance Proceeds designated as such in accordance with Clause 20.9 (*Insurances*).

“Insurance Proceeds” means the proceeds of any claim under the Insurances after deducting (to the extent not otherwise reimbursed to an Obligor):

- (a) any reasonable and documented costs and expenses properly incurred by an Obligor to a person who is not an Affiliate of any Obligor or a Sponsor Affiliate; and
- (b) any Tax incurred and required to be paid, or reserved for, by an Obligor (as reasonably determined by that Obligor and as approved by the Lender acting reasonably on the basis of the rates of Tax prevailing at the time of receipt of the proceeds and taking into account any available credit, deduction or allowance),

in each case in relation to that claim.

“Insurances” means any contract of insurance required under Clause 20.9 (*Insurances*).

“Intercreditor Agreement” means the intercreditor agreement dated on or about the date of this Agreement between, among others, the Borrower, the Security Agent, the Finance Parties (as senior creditors), the OpCo Creditors named therein and the Shareholder.

“Interest Rate” means the sum of:

- (a) 2.44 per cent. per annum; and
- (b) the yield of the Reference Gilt agreed between the Lender and the Borrower on a pricing call held on the date on which the Utilisation Request is submitted (or such other date as the Lender and the Borrower may agree), as recorded in the Utilisation Request.

“Investor Email Address” means each email address supplied by the Lender to the Borrower on or around the date of this Agreement, and any substitute or additional email address notified by the Lender to the Borrower thereafter, which is identified as an “Investor Email Address” by the Lender.

“ITA” means the Income Tax Act 2007.

“Lease Document” means:

- (a) an Agreement for Lease;

- (b) an Occupational Lease;
- (c) a Rent Deposit Deed; and
- (d) any other document designated as such by the Lender and the Borrower.

“Lease Proceeds” means any premium or other amount paid or payable, or the value of any consideration given, to an Obligor in respect of any agreement to grant, waive, surrender, amend, supplement, extend, renounce or release, or give any consent under, any Lease Document (other than any amount paid or payable, or any consideration given, in respect of the reimbursement of any reasonable and documented legal or other third party costs properly incurred by the relevant Obligor to a person who is not an Affiliate of any Obligor or a Sponsor Affiliate in connection with such matter).

“Legal Reservations” means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court;
- (b) the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (c) the time-barring of claims under the Limitation Acts;
- (d) the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void;
- (e) defences of set-off or counterclaim;
- (f) the limitation of the enforcement of the terms of leases of real property by laws of general application to those leases;
- (g) similar principles, rights and remedies under the laws of any Relevant Jurisdiction; and
- (h) any other matters which are set out as qualifications or reservations as to matters of law of general application in any legal opinions supplied to the Lender as a condition precedent under this Agreement on or before the Utilisation Date.

“Lender Confidential Information” means all information relating to:

- (a) the Arranger, the Lender, its investors (including the identity of its investors) and their respective holding structures and any tax status or treatment of, or tax structuring carried out in connection with, the Lender or any financing obtained by the Lender;
- (b) the key economic and legal terms of the Transaction Documents;
- (c) the rating of the Lender or any financing obtained by the Lender; and

- (d) the processes, methods and know-how (whether registered or unregistered) of the Lender (and any of its Affiliates) in evaluating, modelling and pricing the transactions under the Transaction Documents and rating the Lender or any financing obtained by the Lender ("**Lender Knowhow**"),

of which an Obligor or any of its Affiliates becomes aware from the Arranger, the Lender or any of their respective advisers, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

- (i) is or becomes public information other than as a direct or indirect result of any breach by an Obligor of Clause 35 (*Confidential Information*);
- (ii) is identified in writing at the time of delivery as non-confidential; or
- (iii) is known by an Obligor before the date the information is disclosed to it by the Arranger, the Lender or any of their respective advisers or is lawfully obtained by an Obligor after that date, from a source which is, as far as that Obligor is aware, unconnected with the Arranger or the Lender and which, in either case, as far as that Obligor is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

"**Lender Knowhow**" has the meaning given to it in the definition of "Lender Confidential Information".

"**Lender Restricted Confidential Information**" means all Lender Knowhow and other Lender Confidential Information relating to:

- (a) the holding structure of the Lender and its investors; and
- (b) any information in relation to any financing provided to the Lender, including the identity of the provider of such finance.

"**Letter of Credit**" means an irrevocable standby letter of credit which has been approved by the Lender (acting reasonably) and, without limitation to the Lender's approval right:

- (a) is in form and substance satisfactory to the Lender (acting reasonably);
- (b) is issued in favour of the Lender by a bank or financial institution which has a long-term unsecured, unsubordinated, unguaranteed debt obligations rating which is equal to at least A from S&P, and which, for the avoidance of doubt, shall have no recourse against the Lender or any Obligor under or in connection with the Letter of Credit;
- (c) is automatically renewable and has a term when issued of at least 12 months and a remaining term of at least 30 days;
- (d) is capable of being drawn in full by the Lender on demand (including, prior to its expiry, if not renewed); and

- (e) is capable of being assigned or transferred by way of security by the Lender in support of its financing arrangements, with such transfer or assignment being acknowledged by the issuer of such letter of credit.

“Limitation Acts” means the Limitation Act 1980 and the Foreign Limitation Periods Act 1984.

“Loan” means the loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan.

“Loan to Own Fund” means any person (including an Affiliate or Related Fund of the Lender or any transferee otherwise permitted under this Agreement) whose principal business or material activity is in investment strategies the primary purpose of which is the purchase of loans or other debt securities with the intention of (or view to) taking enforcement action, owning the equity or gaining control of a business (directly or indirectly) provided that any person which is a deposit taking financial institution authorised by a financial services regulator to carry out the business of banking and which is managed and controlled independently (and any information made available under the Finance Documents is not disclosed or otherwise made available to such person) shall not be a Loan to Own Fund.

“Loan to Value” means, at any time:

- (a) the Loan (less, for this purpose only, the aggregate of (i) any amount which is required to be applied (or, without double counting, which the Borrower has notified the Lender in accordance with Clause 7 (*Prepayment and Cancellation*) is to be applied) in prepayment of the Loan and which is standing to the credit of any Blocked Account pending such prepayment, (ii) the outstanding principal amount of the DSRA Loan or the undrawn amount of any Letter of Credit, and (iii) the aggregate amount of Trapped Cash at that time), expressed as a percentage of:
- (b) the aggregate Market Value of the Properties (determined in accordance with the most recent Valuation of the Properties at that time), save for any Property that has been disposed of in accordance with this Agreement.

“LTV Property Cure Event” means (a) a Financial Covenant Default arising as a result of a failure to comply with Clause 18.2 (*Loan to Value*); or (b) a Cash Trap Event arising under paragraph (c) of the definition of Cash Trap Event, in each case evidenced by a Valuation obtained pursuant to paragraph (A)(iii) of Clause 13.3 (*Valuations*).

“Major Tenant” means any tenant from time to time under an Occupational Lease.

“Market Value” has the meaning given to that term in the RICS Valuation Standards determined on a trading related basis as a fully equipped operational entity disregarding:

- (a) the Initial Occupational Lease or Substitute Occupational Lease (as applicable); and
- (b) the impact (if any) of sale of the Properties as a portfolio.

“Material Adverse Effect” means, in each case after taking into account all mitigating factors or circumstances, a material adverse effect on:

- (a) the consolidated business, property or financial condition of the Obligor (taken as a whole);
- (b) the ability of the Obligor (taken as a whole) to perform their payment and other obligations under the Finance Documents;
- (c) subject to the Legal Reservations and the Perfection Requirements, the validity or enforceability of, or the effectiveness or ranking of any Security granted or purported to be granted pursuant to any of, the Finance Documents; or
- (d) subject to the Legal Reservations and the Perfection Requirements, the rights or remedies of any Finance Party under any of the Finance Documents.

“Material Event of Default” means an Event of Default under any of Clause 21.1 (*Non-payment*), Clause 21.2 (*Financial covenants*), Clause 21.7 (*Insolvency*), Clause 21.8 (*Insolvency proceedings*) or Clause 21.9 (*Creditors’ process*).

“Moody’s” means Moody’s Investors Service Limited and any successor to its rating business.

“Non-Permitted Transferee” means:

- (a) an Industry Competitor;
- (b) a Distressed Debt Fund;
- (c) a Loan to Own Fund; or
- (d) a person identified on the Restricted Lender List.

“Obligor” means the Borrower or a Guarantor.

“Obligors’ Agent” means the Borrower, appointed to act on behalf of each Guarantor in relation to the Finance Documents pursuant to Clause 2.3 (*Obligors’ agent*).

“Occupational Lease” means any lease of a Property of which an Obligor is the landlord and includes any guarantee of a tenant’s obligations under the same.

“Operating Fees” has the meaning given to it in Clause 9.3 (*Operating Fees*).

“Operating Fees Payment Date” means:

- (a) each Quarterly Payment Date, provided that the Lender has notified the Borrower not less than five Business Days in advance of the Quarterly Payment Date of the amount of the Operating Fees payable on such date or, if later, the date falling five Business Days after such notification; or

- (b) such other date as is specified by the Lender as required to enable the Lender to meet its obligations to any third party in respect of Operating Fees.

“Original Jurisdiction” means, in respect of any Obligor, the jurisdiction under whose laws that Obligor is incorporated as at the date of this Agreement.

“Party” means a party to this Agreement.

“Perfection Requirements” means the making or the procuring of filings, stampings, registrations, notarisations, endorsements, translations, intimations and/or notifications of any Finance Document (and/or any Security created under it) necessary for the validity, enforceability (as against the Borrower or any relevant third party) and/or perfection of that Finance Document.

“Permitted Change of Control” has the meaning given to it in Clause 7.4 (*Change of Control*).

“Permitted Contributed Property” means a property meeting the criteria set out in Part B (*Criteria for acquiring a Contributed Property*) of Schedule 7 (*Contribution of a Property*) and in respect of which the procedure set out in Part A (*Procedure for acquiring a Contributed Property*) of Schedule 7 (*Contribution of a Property*) has been followed.

“Permitted Contribution” means the acquisition by the Borrower from the proceeds of a Permitted Share Issue of the freehold interest in any property contributed by the Sponsor or a subsidiary of it, the Shareholder or a subsidiary thereof or a tenant in accordance with the procedure set out in Part A (*Procedure for acquiring a Contributed Property*) of Schedule 7 (*Contribution of a Property*).

“Permitted Disposal” has the meaning given to that term in Clause 19.4 (*Disposals*).

“Permitted Financial Indebtedness” means:

- (a) on or prior to the Utilisation Date, the Existing Indebtedness;
- (b) any Financial Indebtedness incurred under the Finance Documents;
- (c) any Financial Indebtedness owed by an Obligor to another Obligor and incurred on or after the Utilisation Date, provided that such Financial Indebtedness is subordinated to the Secured Liabilities under the Intercreditor Agreement; and
- (d) any Financial Indebtedness to which the Lender has given its prior written consent.

“Permitted Payment” means a distribution or payment by the Borrower to the Shareholder using amounts standing to the credit of the General Account, where, on the date of that distribution or payment:

- (a) no Cash Trap Event is continuing or would result from that distribution or payment;
- (b) no Default is continuing or would result from that distribution or payment; and

- (c) the Repeating Representations are correct and will be correct immediately after that distribution or payment.

“Permitted Share Issue” means an issue of ordinary shares by the Borrower to the Shareholder in accordance with this Agreement and the Intercreditor Agreement, provided that the newly-issued shares are subject to Transaction Security on the same terms as the shares issued by the Borrower as at the date of this Agreement.

“Permitted Substitute Property” means a property meeting the criteria set out in Part B (*Criteria for substituting a Property*) of Schedule 6 (*Substitution of a Property*) and in respect of which the procedure set out in Part A (*Procedure for substituting a Property*) of Schedule 6 (*Substitution of a Property*) has been followed.

“Permitted Substitution” means a Substitution in respect of which a valid Acceptance Notice has been served in accordance with paragraph 2 of Part A (*Procedure for substituting a Property*) of Schedule 6 (*Substitution of a Property*).

“Permitted Transaction” means the acquisition by an Obligor of the freehold interest in any Property owned by it, provided that:

- (a) the terms of the acquisition are on arm’s length terms and any consideration payable by an Obligor for such acquisition is funded either (i) by amounts standing to the credit of the General Account which, on the date of such acquisition, could have been applied in making a Permitted Payment or (ii) from the proceeds of a Permitted Share Issue; and
- (b) to the extent such freehold interest in the Property is not captured under any existing Security Document, such freehold interest becomes subject to Transaction Security, on substantially the same terms as the existing Transaction Security, promptly on completion of the relevant acquisition and, in any event, on or prior to release of any existing Transaction Security in respect of that Property.

“Permitted Use” means, in respect of a Property:

- (a) use as a facility or centre for hospital and medical care and treatment centre including hospital related and acute medical services, diagnostics, testing, medical research, pathology and healthcare screening and other activities regulated by the CQC and/or HIW and within use classes C2 and/or E(e) of the Town and Country Planning (Use Classes) Order 1987 (for any Property located in England) or use classes C2 and/or D1 of the Town and Country Planning (Use Classes) Order 1987 (for any Property located in Wales) as at the date of this Agreement and all supporting or ancillary or complementary uses thereto (including, for the avoidance of doubt, office use and car parking, staff accommodation, retail, restaurants, cafes); or
- (b) such other use as is approved by the Lender,

provided that the relevant tenant shall not use the relevant Property for an Excluded Use.

“Pillar Two Rule” means any law or regulation implementing the model rules published by the Organisation for Economic Co-operation and Development (OECD) on or about 20 December 2021 in a document entitled “Tax Challenges Arising from Digitisation of the Economy – Global Anti-Base Erosion Model Rules (Pillar Two)”, including any law or regulation implementing the “Income Inclusion Rule”, the “Undertaxed Payment Rule” (including where implemented as an “Undertaxed Profits Rule”) or a “Qualified Domestic Minimum Top-up Tax”, as such terms are used in the OECD Pillar Two Model Rules (including, without limitation, in the EU, Council Directive (EU) 2022/2523 of 14 December 2022 on ensuring a global minimum level of taxation for multinational enterprise groups and large-scale domestic groups in the Union).

“Post-Enforcement Priority of Payments” has the meaning given to it in Part B (*Post-Enforcement Priority of Payments*) of Schedule 5 (*Priorities of Payments*).

“Pre-Enforcement Priority of Payments” has the meaning given to it in Part A (*Pre-Enforcement Priority of Payments*) of Schedule 5 (*Priorities of Payments*).

“Prepayment Amount” means, in relation to any early repayment or prepayment of the Loan, the amount determined in accordance with Schedule 4 (*Prepayment Amount*).

“Priorities of Payments” means each of the Pre-Enforcement Priority of Payments and the Post-Enforcement Priority of Payments.

“Proceeds Account” means the account designated as such under Clause 15.1 (*Designation of Accounts*) and includes any replacement of that account.

“Projected Interest Cover” means, as at any date, the projected EBITDAR as a percentage of Projected Finance Costs during the relevant Calculation Period. For the purposes of this definition:

- (a) **“Calculation Period”** means a period of 12 months or, if less, the period from the date as at which the relevant calculation is made to the Termination Date;
- (b) **“Projected Finance Costs”** means the aggregate amount of interest (including any default interest) and periodic fees payable to the Finance Parties under the Finance Documents during the Calculation Period in respect of which projected EBITDAR has been calculated; and
- (c) the Borrower shall calculate Projected Interest Cover pursuant to Clause 17.2 (*Compliance Certificate*) or otherwise at the request of the Lender. However if:
 - (i) the Borrower does not provide a calculation pursuant to Clause 17.2 (*Compliance Certificate*) or when requested by the Lender (as applicable); or
 - (ii) the Lender (acting reasonably) disagrees with the calculation provided,

the calculation shall be performed by an Accounting Expert in accordance with Clause 18.4 (*Expert determination*), and that calculation of the relevant Accounting Expert shall prevail over any calculation by the Borrower.

“Property” means each Initial Property, any Permitted Substitute Property and any Permitted Contributed Property (but excludes any property substituted out pursuant to a Permitted Substitution or disposed of pursuant to Clause 19.4 (*Disposals*)).

“Property Cure Right” has the meaning given to it in paragraph (A) of Clause 18.3 (*Cure*).

“Property Report” means, in relation to any Property, any certificate of or report on title supplied to the Lender as a condition precedent under this Agreement or in connection with the acquisition, development, financing or refinancing of a Property.

“Qualifying Lender” has the meaning given to it in Clause 10 (*Tax Gross-up and Indemnities*).

“Quarter Date” means each date falling at three-monthly intervals after the Utilisation Date.

“Quarterly Payment Date” means:

- (a) the First Quarterly Payment Date;
- (b) each Quarter Date falling after the First Quarterly Payment Date and prior to the Termination Date; and
- (c) the Termination Date.

“Quarterly Period” means:

- (a) the period commencing on the Utilisation Date and ending on the First Quarterly Payment Date; and
- (b) thereafter, each period commencing on one Quarterly Payment Date and ending on the next Quarterly Payment Date.

“Quarterly Property Report” has the meaning given to that term in Clause 17.4 (*Monitoring of Properties*).

“Quasi-Security” means an arrangement or transaction described in paragraph (B) of Clause 19.3 (*Negative pledge*).

“Rating Agency Fee Amount” means, on any given date, the aggregate amount of the fees, costs, charges, expenses, liabilities and other amounts properly incurred by the Lender to S&P or any other successor or replacement credit rating agency in respect of credit rating services provided to the Lender in connection with any financing of the Loan.

“Receiver” means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets.

“Recovery Claim” has the meaning given to that term in the definition of “Recovery Proceeds”.

“Recovery Prepayment Proceeds” means any amount of Recovery Proceeds designated as such in accordance with Clause 20.10 (*Recovery Proceeds*).

“Recovery Proceeds” means the proceeds of a claim (a **“Recovery Claim”**) against:

- (a) the relevant Seller, any other vendor of a Property or any of their respective Affiliates or any guarantor of any of the foregoing (or any employee, officer or adviser of any of the foregoing); or
- (b) any provider of a Property Report, a Report or any other due diligence report (in its capacity as provider of the same) in connection with the acquisition, development, financing or refinancing of a Property,

received by an Obligor after deducting (to the extent not otherwise reimbursed to that Obligor):

- (i) any reasonable and documented costs and expenses properly incurred by an Obligor to a person who is not an Affiliate of any Obligor or a Sponsor Affiliate; and
- (ii) any Tax incurred and required to be paid, or reserved for, by an Obligor (as reasonably determined by that Obligor and as approved by the Lender acting reasonably on the basis of the rates of Tax prevailing at the time of receipt of the proceeds and taking into account any available credit, deduction or allowance),

in each case in relation to that claim.

“Reference Gilt” has the meaning given to it in Schedule 4 (*Prepayment Amount*).

“Related Fund” means, in relation to a fund (the **“first fund”**), a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

“Relevant Jurisdiction” means, in relation to an Obligor:

- (a) its Original Jurisdiction;
- (b) any jurisdiction where any asset subject to or intended to be subject to the Transaction Security to be created by it is situated;
- (c) any jurisdiction where it conducts its business; and
- (d) the jurisdiction whose laws govern the perfection of any of the Security Documents entered into by it.

“Relevant Person” means:

- (a) an Obligor;
- (b) an Affiliate of an Obligor (other than any operating portfolio company which is neither a Holding Company of the Borrower nor a member of the Spire Group); or

- (c) an Associated Person of a person falling within paragraph (a) or (b) above.

“Rent Deposit Account” means an account designated as such under Clause 15.1 (*Designation of Accounts*) and includes any replacement of that account.

“Rent Deposit Deed” means a rent deposit deed entered into between an Obligor (in its capacity as landlord) and a tenant in relation to a Property.

“Rental Income” means the aggregate of all amounts paid or payable to or for the account of an Obligor in connection with the letting, licence or grant of other rights of use or occupation of any part of a Property, including each of the following amounts:

- (a) rent, licence fees and equivalent amounts paid or payable;
- (b) any sum received from any deposit held as security for performance of a tenant's obligations;
- (c) a sum equal to any apportionment of rent allowed in favour of that Obligor;
- (d) any other moneys paid or payable in respect of occupation and/or usage of that Property and any fixture and fitting on that Property including any fixture or fitting on that Property for display or advertisement, on licence or otherwise;
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
- (f) any sum paid or payable in respect of a breach of covenant or dilapidations under any Lease Document;
- (g) any sum paid or payable by or distribution received or receivable from any guarantor of any tenant under any Lease Document;
- (h) any Tenant Contributions; and
- (i) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by that Obligor.

“Repeating Representations” means each of the representations set out in Clause 16 (*Representations*) other than the representations set out in Clause 16.7 (*Deduction of Tax*), paragraphs (A) and (D) of Clause 16.9 (*Tax*), paragraph (A) of Clause 16.10 (*No Default*), paragraph (A) of Clause 16.12 (*Financial statements*), Clause 16.17 (*Information for Property Reports*) (except in relation to a Permitted Substitute Property or Permitted Contributed Property, in which case such representation will be deemed to repeat in respect of such Permitted Substitute Property or Permitted Contributed Property (as applicable) on the date such Permitted Substitute Property or Permitted Contributed Property (as applicable) is acquired), Clause 16.21 (*Ownership*), Clause 16.22 (*Security and Financial Indebtedness*), Clause 16.23 (*Accounting reference date*) and Clause 16.24 (*Insolvency*).

“Report” means:

- (a) the building survey report in respect of the Initial Properties prepared by CBRE Limited;
- (b) the mechanical and electrical engineering report in respect of the Initial Properties prepared by Colliers Building Consultancy Limited;
- (c) the environmental report in respect of the Initial Properties prepared by Colliers Building Consultancy Limited; and
- (d) any report prepared in connection with a Permitted Substitution or a Permitted Contribution and delivered to the Lender.

“Representative” means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

“Requisite Account Bank Ratings” means, in respect of any person:

- (a) in respect of such person’s short-term unsecured, unsubordinated, unguaranteed debt obligations, if such person’s short-term unsecured, unsubordinated, unguaranteed debt obligations are rated:
 - (i) by one only of S&P, Moody’s and Fitch, the rating of such person’s short-term unsecured, unsubordinated, unguaranteed debt obligations by the relevant rating agency being equal to at least A-1 in the case of S&P, P-1 in the case of Moody’s or F1 in the case of Fitch;
 - (ii) by two only of S&P, Moody’s and Fitch, the lower rating of such person’s short-term unsecured, unsubordinated, unguaranteed debt obligations by the relevant rating agencies being equal to at least A-1 in the case of S&P, P-1 in the case of Moody’s or F1 in the case of Fitch; or
 - (iii) by each of S&P, Moody’s and Fitch, the median rating of such person’s short-term unsecured, unsubordinated, unguaranteed debt obligations by the relevant rating agencies being equal to at least A-1 in the case of S&P, P-1 in the case of Moody’s or F1 in the case of Fitch; and
- (b) in respect of such person’s long-term unsecured, unsubordinated, unguaranteed debt obligations:
 - (i) a rating of at least A by S&P; and
 - (ii) if such person’s long-term unsecured, unsubordinated, unguaranteed debt obligations are rated:
 - (A) by two only of S&P, Moody’s and Fitch, the lower rating of such person’s long-term unsecured, unsubordinated, unguaranteed debt obligations by the relevant rating agency being equal to at least A in the case of S&P, A2 in the case of Moody’s or A in the case of Fitch; or

- (B) by each of S&P, Moody's and Fitch, the median rating of such person's long-term unsecured, unsubordinated, unguaranteed debt obligations by the relevant rating agencies being equal to at least A in the case of S&P, A2 in the case of Moody's or A in the case of Fitch.

"Resignation Letter" means a document substantially in the form set out in Schedule 10 (*Form of Resignation Letter*).

"Restricted Lender List" means the restricted lender list delivered to the Lender pursuant to Part A (*Conditions Precedent to Utilisation*) of Schedule 2 (*Conditions Precedent*).

"RICS Valuation Standards" means the Royal Institution of Chartered Surveyors Valuation – Global Standards (incorporating the IVSC International Valuation Standards) effective from 31 January 2025 together, where applicable, with the respective local supplement (as amended from time to time).

"S&P" means S&P Global Ratings UK Limited, or any successor to its rating business.

"Sanctioning Authority" means:

- (a) the United Nations Security Council;
- (b) the United States of America;
- (c) the European Union (or any of its member states);
- (d) the United Kingdom; and
- (e) the governments and official institutions or agencies of any of paragraphs (a) to (d) above, including the Office of Foreign Assets Control of the US Department of the Treasury, the US Department of State and His Majesty's Treasury.

"Sanctions" means any trade, economic or financial sanctions laws, regulations or embargoes administered, enacted or enforced by a Sanctioning Authority.

"Sanctions List" means the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the US Department of the Treasury, the UK Sanctions List maintained by the Foreign, Commonwealth and Development Office, or any similar list maintained by, or public announcement of a Sanctions designation made by, a Sanctioning Authority, each as amended, supplemented or substituted from time to time.

"Sanctions Restricted Person" means a person, entity or any other party that is, or that is owned or controlled by, or that is acting on behalf of, a person that is:

- (a) listed on a Sanctions List;
- (b) located in or organised under the laws of a country or territory that is the subject of country- or territory-wide Sanctions; or

- (c) otherwise a subject of Sanctions.

“Secured Liabilities” means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of any Obligor to any Secured Party under each Finance Document.

“Secured Party” means a Finance Party, a Determination Agent, the Cash Manager, a Receiver or any Delegate.

“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 and **“security interest”** shall be construed accordingly.

“Security Agreement” means any document creating or expressed to create Security over the assets of, the shares in, or the receivables owed by, an Obligor entered into or to be entered into by an Obligor, the Shareholder and/or any other person in favour of the Security Agent.

“Security Asset” means all of the assets of the Obligors, the Shareholder or any other person which from time to time are, or are expressed to be, the subject of the Transaction Security.

“Security Document” means:

- (a) a Security Agreement;
- (b) any other document evidencing or creating Security over any asset of an Obligor, the Shareholder or any other person in order to secure any obligation of any Obligor to a Secured Party under the Finance Documents; or
- (c) any other document designated as such by the Lender and the Borrower.

“Security Property” means:

- (a) the property which is subject to the Transaction Security expressed to be granted in favour of the Security Agent as trustee for the Secured Parties and all proceeds of that Transaction Security;
- (b) all obligations expressed to be undertaken by an Obligor or the Shareholder to pay amounts in respect of the Secured Liabilities to the Security Agent as trustee for the Secured Parties and secured by the Transaction Security together with all representations and warranties expressed to be given by an Obligor, the Shareholder or any other person in favour of the Security Agent as trustee for the Secured Parties; and
- (c) any other amounts or property, whether rights, entitlements, choses in action or otherwise, actual or contingent, which the Security Agent is required by the terms of the Finance Documents to hold as trustee on trust for the Secured Parties.

“Sellers” means:

- (a) in respect of each of the Initial Properties (other than the Solihull Property), the companies, all of which are incorporated under the laws of England and Wales, brief details of which are set out in the column headed “Owner” in Schedule 1 (*The Initial Properties*); and
- (b) in respect of Spire No. 1, Spire UK Holdco 4 Limited, a company incorporated under the laws of England and Wales with registration number 06342689,

and “**Seller**” means any one of them.

“**Shareholder**” means Tulip UK Propco Holdco Limited, a company incorporated under the laws of England and Wales with registration number 17362683 and with its registered office at 5th Floor, Ferguson House, 15 Marylebone Road, London NW1 5JD, United Kingdom.

“**SHP**” means Spire Healthcare Properties Limited (company number: 01829406).

“**Solihull Property**” means the Initial Property held, as at the Utilisation Date, by Spire No. 1.

“**Specific Purpose Account**” means an account designated as such under Clause 15.1 (*Designation of Accounts*) and includes any replacement of that account.

“**Spire Group**” means Spire Healthcare Group plc (or any successor Holding Company) and its Subsidiaries from time to time.

“**Spire Group Acquisition**” means the acquisition by Bidco of the entire issued and to be issued ordinary share capital of Spire Healthcare Group plc (a company incorporated under the laws of England and Wales with registration number 09084066) not already held by members of Bidco as at the date of this Agreement.

“**Spire No. 1**” means Spire Property 1 Limited (company number: 6408718).

“**Spire No. 4**” means Spire Property 4 Limited (company number: 6408872).

“**Spire No. 5**” means Spire Property 5 Limited (company number: 6408908).

“**Spire No. 16**” means Spire Property 16 Limited (company number: 6409066).

“**Spire No. 19**” means Spire Property 19 Limited (company number: 6409119).

“**Spire No. 23**” means Spire Property 23 Limited (company number: 6409139).

“**Sponsor**” means, collectively or individually, any trust, fund, partnership and/or other entity managed or advised, owned and/or controlled directly or indirectly by the Tosca Investors (or any of them) and/or any Affiliates and/or any Related Fund of any of the foregoing, or such other person or group of persons as acquire direct or indirect control of the Borrower in a Permitted Change of Control.

“**Sponsor Affiliate**” means, with respect to a Sponsor, each of its Affiliates, any trust of which that Sponsor or any of its Affiliates is a trustee, any partnership of which that Sponsor or any of

its Affiliates is a partner and any trust, fund or other entity which is managed by, or is under the control of, that Sponsor or any of its Affiliates.

“State Sanctions List” means a list that is adopted by any state Governmental Authority within the US pertaining to persons that engage in investment or other commercial activities in Iran or any other country that is a target of economic sanctions imposed under Sanctions.

“STV” means Spire Thames Valley Hospital Propco Limited (company number: 06480375).

“Subsidiary” means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

“Substitute Occupational Lease” has the meaning given to that term in Schedule 6 (*Substitution of a Property*).

“Substitute Property” has the meaning given to that term in Schedule 6 (*Substitution of a Property*).

“Substitution” has the meaning given to that term in Schedule 6 (*Substitution of a Property*).

“Tax” or **“Taxes”** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

“Tax Structuring Paper” means the tax structuring paper prepared by Grant Thornton UK Advisory & Tax LLP (as advisers to the Borrower) and delivered to the Lender pursuant to Part A (*Conditions Precedent to Utilisation*) of Schedule 2 (*Conditions Precedent*).

“Tenant Contributions” means any amount paid or payable to an Obligor by any tenant under a Lease Document or any other occupier of a Property, by way of:

- (a) contribution to:
 - (i) ground rent;
 - (ii) insurance premia;
 - (iii) the cost of an insurance valuation;
 - (iv) a service or other charge in respect of that Obligor’s costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, a Property; or
 - (v) a reserve or sinking fund; or
- (b) VAT.

“Termination Date” means the 10th anniversary of the Utilisation Date.

“Three Hills” means THCS IV GP S. à r.l. (registered with RCS Luxembourg under number B253288 and with its office at 42, Rue de la Vallée, L-2661 Luxembourg, Grand Duchy of Luxembourg), The Impact GP S. à r.l. (registered with RCS Luxembourg under number B269643 and with its office at 42, Rue de la Vallée, L-2661 Luxembourg, Grand Duchy of Luxembourg), TH Thalia I GP S.à r.l. (registered with RCS Luxembourg under number B282868 and with its office at 42, Rue de la Vallée, L-2661 Luxembourg, Grand Duchy of Luxembourg) and THCP Advisory Limited (registered in England and Wales under number 11397497 and with its office at 25a Soho Square, London W1D 3QR, United Kingdom) and any of their affiliates, sister companies or entities under common control with them and any entities managed or advised by such affiliates, sister companies or entities under common control with them.

“Title Indemnity Policy” means the title indemnity policy in respect of the Properties supplied to the Lender as a condition precedent under this Agreement.

“Title Indemnity Prepayment Proceeds” means any amount of Title Indemnity Proceeds designated as such in accordance with Clause 20.12 (*Title Indemnity Proceeds*).

“Title Indemnity Proceeds” means the proceeds of any claim under the Title Indemnity Policy after deducting (to the extent not otherwise reimbursed to an Obligor):

- (a) any reasonable and documented costs and expenses properly incurred by an Obligor to a person who is not an Affiliate of any Obligor or a Sponsor Affiliate; and
- (b) any Tax incurred and required to be paid, or reserved for, by an Obligor (as reasonably determined by that Obligor and as approved by the Lender acting reasonably) on the basis of the rates of Tax prevailing at the time of receipt of the proceeds and taking into account any available credit, deduction or allowance,

in each case, in relation to that claim.

“Tosca Investors” means (i) Toscafund, (ii) Tosca Service III LP, (iii) Penta Capital LLP and any persons, funds, limited partnerships or segregated account managed or advised by Penta Capital LLP, and (iv) Toscafund Limited, [REDACTED] and any other company or entity owned or controlled directly or indirectly by [REDACTED] including, in each case, in respect of an individual, such individual's parents, spouse or brothers or sisters or any lineal descendants or step-children or adopted children of such individual, as well as any trust or trusts (whether arising under a settlement inter vivos or a testamentary disposition, by whomever made or an intestacy), partnership or other estate-planning vehicle established for the benefit of one or more of such persons, or the estate executor, administrator, committee or beneficiaries thereof.

“Toscafund” means Toscafund Asset Management LLP and its Affiliates (but excluding any operating portfolio companies) or one or more investment funds advised or managed by Toscafund Asset Management LLP, in each case whether individually or as a group.

“Transaction Account” means the account designated as such under Clause 15.1 (*Designation of Accounts*) and includes any replacement of that account.

“Transaction Document” means:

- (a) a Finance Document;
- (b) a Lease Document;
- (c) the Headleases; and
- (d) any other document designated as such by the Lender and the Borrower.

“Transaction Management Fee Amount” means, on any given date, the aggregate amount of the fees, costs, charges, expenses, liabilities and other amounts properly incurred by the Lender to any cash manager, agent, security trustee, registrar, corporate services provider or other service provider or tax, accountancy, legal or financial adviser in respect of company secretarial, transaction and cash management, trustee and agency or other services provided to the Lender, in each case in connection with the Loan and any financing of the Loan.

“Transaction Security” means the Security created or evidenced or expressed to be created or evidenced under the Security Documents.

“Trapped Cash” means:

- (a) any amount which has not been permitted to be withdrawn from an Account as a result of the operation of paragraph (F) of Clause 15.8 (*Miscellaneous Accounts provisions*); and
- (b) any amount standing to the credit of the Rent Deposit Account.

“Unpaid Sum” means any sum due and payable but unpaid by the Obligors under the Finance Documents.

“US” means the United States of America.

“Utilisation” means the utilisation of the Facility.

“Utilisation Date” means the date of the Utilisation, being the date on which the Loan is to be made.

“Utilisation Request” means a notice substantially in the form set out in Schedule 3 (*Utilisation Request*).

“Valuation” means a valuation of a Property or, as the context requires, the Properties by the Valuer instructed by the Lender (in accordance with the terms of this Agreement), addressed to, and/or capable of being relied upon by, the Finance Parties and the Obligors and prepared on the basis of the Market Value.

“Valuation Date” means each anniversary of the date of this Agreement.

“Valuation Fee Amount” means, on any given date, the aggregate amount of the fees, costs, charges, expenses, liabilities and other amounts properly incurred by the Lender to any Valuer in respect of valuation services provided to the Lender.

“Valuation Report” has:

- (a) in relation to a Permitted Substitution, the meaning given to that term in Schedule 6 (*Substitution of a Property*); and
- (b) in relation to a Permitted Contribution, the meaning given to that term in Schedule 7 (*Contribution of a Property*).

“Valuer” means:

- (a) any of CBRE, Cushman & Wakefield, JLL or Knight Frank LLP; or
- (b) any other surveyor or valuer appointed by the Lender with the prior written approval of the Borrower (such approval not to be unreasonably withheld or delayed).

“VAT” means:

- (a) any value added tax imposed by the Value Added Tax Act 1994;
- (b) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (c) any other tax of a similar nature, whether imposed in the United Kingdom or a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraphs (a) and (b) above, or imposed elsewhere.

1.2 Construction

- (A) Unless a contrary indication appears, a reference in this Agreement to:
 - (i) the **“Arranger”**, the **“Borrower”**, any **“Finance Party”**, any **“Guarantor”**, the **“Lender”**, any **“Obligor”**, any **“Party”**, any **“Secured Party”**, the **“Security Agent”**, the **“Shareholder”**, the **“Sponsor”** or any other person shall be construed so as to include its successors in title, permitted assignees and permitted transferees to, or of, its rights and/or obligations under the Finance Documents and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
 - (ii) a document in **“agreed form”** is a document which is previously agreed in writing by or on behalf of the Borrower and the Lender or, if not so agreed, is in the form specified by the Lender;
 - (iii) **“assets”** includes present and future properties, revenues and rights of every description;

- (iv) a “**consent**” includes any required consent (including any amendment or waiver) under any relevant agreement or statutory or other legal arrangement or scheme;
 - (v) “**disposal**” includes a sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary, and “**dispose**” will be construed accordingly;
 - (vi) a “**Finance Document**” or “**Transaction Document**” or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated (in each case to the extent any such amendment, novation, supplement, extension or restatement is permitted under the terms of this Agreement);
 - (vii) “**guarantee**” means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
 - (viii) “**indebtedness**” includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (ix) a “**person**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality);
 - (x) a “**regulation**” includes any regulation, rule, official directive, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
 - (xi) the phrase “**together with any applicable VAT**” shall be construed in accordance with Clause 10.7 (VAT);
 - (xii) “**tenant**” includes any sub-tenant;
 - (xiii) a provision of law is a reference to that provision as amended or re-enacted from time to time; and
 - (xiv) a time of day is a reference to London time.
- (B) Section, Clause and Schedule headings are for ease of reference only.

- (C) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.
- (D) A Default, a Cash Trap Event, a Material Event of Default or an Event of Default is “**continuing**” if it has not been remedied or waived.
- (E) The words “**include**” and “**including**” are to be construed without limitation.
- (F) Where a date (a “**relevant date**”) is expressed (in whatever manner) to fall a number of months after another date, or a period (a “**relevant period**”) is expressed (in whatever manner) to be a particular number of months long, but there is no corresponding date in the relevant calendar month in which the relevant date is to fall or the relevant period is to end, that relevant date shall fall, or that relevant period shall end, on the last day of such calendar month.

1.3 Currency symbols and definitions

“£” and “**sterling**” denote the lawful currency of the United Kingdom.

1.4 Third party rights

- (A) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the “**Third Parties Act**”) to enforce or to enjoy the benefit of any term of this Agreement.
- (B) Subject to Clause 34.2 (*Exception*), but otherwise notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.
- (C) The Arranger and any Receiver or Delegate may, subject to this Clause 1.4 and the Third Parties Act, rely on any Clause of this Agreement which expressly confers rights on it (including by reason of its membership of a class of persons).

1.5 Consents

- (A) Subject to paragraph (B) below, and save to the extent that the relevant provision in a Finance Document expressly states to the contrary, a Finance Party shall be permitted, in determining (in its discretion) to grant any consent requested under a Finance Document, to grant its consent (if applicable) subject to such terms and conditions as it determines appropriate.
- (B) The Lender (and, where consent from the Security Agent is required under any Occupational Lease, the Security Agent) shall, when determining whether to provide its consent in connection with any request for such consent in relation to any matter relating to any Occupational Lease, act consistently with any limitations, qualifications or time requirements, including any requirement that consent not be unreasonably withheld or delayed, applicable to the exercise of its discretion in relation to that consent under any relevant provision of the relevant Occupational Lease, as if it were the

“Landlord” under the relevant Occupational Lease but had received the request for consent, and any relevant accompanying information supplied under the relevant Occupational Lease, on the date such request and information is delivered to the Lender (or the Security Agent, as applicable).

SECTION 2 THE FACILITY

2. THE FACILITY

2.1 The Facility

Subject to the terms of this Agreement, the Lender makes available to the Borrower a sterling term loan facility in an aggregate amount equal to the Commitment.

2.2 Finance Parties' rights and obligations

- (A) The obligations of each Finance Party under the Finance Documents are several.
- (B) Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents.
- (C) No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.
- (D) The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from an Obligor is a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with paragraph (F) below.
- (E) The rights of each Finance Party include any debt owing to that Finance Party under the Finance Documents and, for the avoidance of doubt, any part of the Loan or any other amount owed by an Obligor which relates to a Finance Party's participation in the Facility or its role under a Finance Document (including any such amount payable to the Lender on its behalf) is a debt owing to that Finance Party by that Obligor.
- (F) A Finance Party may, except as specifically provided in the Finance Documents, separately enforce its rights under or in connection with the Finance Documents.

2.3 Obligors' agent

- (A) Each Guarantor, by its accession to this Agreement, irrevocably appoints, with effect from the date of the Guarantor's accession to this Agreement, the Borrower to act on its behalf as its agent in relation to the Finance Documents and irrevocably authorises:
 - (i) the Borrower on its behalf to supply all information concerning itself contemplated by the Finance Documents to the Finance Parties and to give all notices and instructions, to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by any Guarantor notwithstanding that they may affect the Guarantor, without further reference to or the consent of that Guarantor; and

- (ii) each Finance Party to give any notice, demand or other communication to that Guarantor pursuant to the Finance Documents to the Borrower,

and, in each case, that Guarantor shall be bound as though that Guarantor itself had given the notices and instructions or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication.

- (B) Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Borrower or given to the Borrower under any Finance Document on behalf of a Guarantor or in connection with any Finance Document (whether or not known to any Guarantor) shall be binding for all purposes on that Guarantor as if that Guarantor had expressly made, given or concurred with it.

In the event of any conflict between any notices or other communications of the Borrower and any Guarantor, those of the Borrower shall prevail.

3. PURPOSE

3.1 Purpose

The Borrower shall apply all amounts borrowed by it under the Facility towards:

- (A) the loan to Bidco to facilitate the Spire Group Acquisition;
- (B) financing or refinancing the repayment of the Existing Indebtedness and all other amounts outstanding under the Existing Facility Agreement;
- (C) making any required DSRA Advance to the Lender; and
- (D) the payment of any interest, fees, costs and expenses due on the Utilisation Date,

in each case, in accordance with the Funds Flow Statement, with any surplus being available for the Borrower's general corporate and working capital purposes.

3.2 Monitoring

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4. CONDITIONS OF UTILISATION

4.1 Initial conditions precedent

- (A) The Lender will only be obliged to comply with Clause 5.4 (*Funding of the Utilisation*) if, on or before the Utilisation Date, the Lender has received (or, in its sole discretion, waived or deferred receipt of) all of the documents and other evidence listed in Part A (*Conditions Precedent to Utilisation*) of Schedule 2 (*Conditions Precedent*) in form and

substance satisfactory to the Lender (and the Lender shall notify the Borrower promptly upon being so satisfied or, to the extent applicable, upon agreeing to waive or defer receipt of any such documents and other evidence).

- (B) The Lender shall, promptly upon reasonable request by the Borrower prior to the Utilisation Date, provide written confirmation of the documents and other evidence listed in Part A (*Conditions Precedent to Utilisation*) of Schedule 2 (*Conditions Precedent*) that have been received in form and substance satisfactory to the Lender (or which the Lender has agreed to waive or defer receipt of) and the documents and other evidence listed in Part A (*Conditions Precedent to Utilisation*) of Schedule 2 (*Conditions Precedent*) that remain outstanding.

4.2 Further conditions precedent

The Lender will only be obliged to comply with Clause 5.4 (*Funding of the Utilisation*) if, on the date of the Utilisation Request and on the proposed Utilisation Date:

- (A) no Default is continuing or would result from the proposed Loan; and
- (B) all the representations and warranties to be made by each Obligor on the date of the Utilisation Request and/or the Utilisation Date are true.

4.3 Updates on acquisition process

On and from the date of this Agreement until the date of the Utilisation Request, the Borrower shall provide to the Lender (or procure that the Lender is provided with) updates on progress in:

- (A) satisfying the necessary regulatory and other conditions, and completing the necessary procedural steps, in respect of the Spire Group Acquisition; and
- (B) delivering any documents and other evidence listed in Schedule 2 (*Conditions Precedent*) that then remain outstanding.

4.4 Conditions subsequent

- (A) The Borrower shall deliver to the Lender a fire risk assessment from a reputable and properly qualified assessor with an overall rating of no higher than “tolerable” risk for each Property by no later than 31 December 2028. Such fire risk assessment must be subject to normal management protocols for the Property’s design and free from any significant breaches of passive fire protection systems.
- (B) The Borrower shall, in respect of each Property where the existing fire risk assessment is, as at the Utilisation Date, dated more than 12 months before the Utilisation Date, deliver to the Lender, within six months of the Utilisation Date:
 - (i) a fire risk assessment from a reputable and properly qualified assessor; and

- (ii) a fire action plan detailing action and progress against each recommendation in such fire risk assessment.
- (C) The Borrower shall deliver to the Lender, within one year of the Utilisation Date:
 - (i) an update on the progress made in meeting the requirements specified in paragraph (A) above; and
 - (ii) in respect of each Property (other than any Property in respect of which a fire risk assessment and fire risk action plan are delivered in accordance with paragraph (B) above):
 - (a) a fire risk assessment from a reputable and properly qualified assessor which is dated not more than one year after the previous fire risk assessment for that Property; and
 - (b) a fire action plan detailing action and progress against each recommendation in such fire risk assessment.

SECTION 3 UTILISATION

5. UTILISATION

5.1 Delivery of the Utilisation Request

The Borrower may utilise the Facility by delivery to the Lender of a duly completed Utilisation Request not later than the date falling five Business Days (or such shorter period as the Lender may agree) prior to the proposed Utilisation Date. The Borrower shall utilise the Facility in full during the Availability Period.

5.2 Completion of the Utilisation Request

The Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:

- (A) the proposed Utilisation Date is a Business Day within the Availability Period; and
- (B) the currency and amount of the Utilisation comply with Clause 5.3 (*Currency and amount*).

5.3 Currency and amount

- (A) The currency specified in a Utilisation Request must be sterling.
- (B) The Facility may only be utilised:
 - (i) by way of a single Loan; and
 - (ii) in full and not in part.
- (C) The amount of the proposed Loan must be an amount which is equal to the Commitment.

5.4 Funding of the Utilisation

If the conditions set out in this Agreement have been met, the Lender shall make the Loan available on the Utilisation Date.

5.5 Cancellation of Commitment

Any amount of the Commitment which, at that time, is unutilised shall be immediately cancelled at the end of the Availability Period.

SECTION 4 REPAYMENT, PREPAYMENT AND CANCELLATION

6. REPAYMENT

6.1 Repayment of the Loan

- (A) The Borrower shall repay the outstanding amount of the Loan in full on the Termination Date.
- (B) The Borrower may set off against any amount of principal which is repayable on the Termination Date any amount in the nature of principal payable by the Lender (in its capacity as borrower) to the Borrower (in its capacity as lender) under the DSRA Loan Agreement.

6.2 No reborrowing

The Borrower may not reborrow any part of the Facility which is repaid.

7. PREPAYMENT AND CANCELLATION

7.1 Illegality

- (A) If, in any applicable jurisdiction, it becomes unlawful for a person acting as the Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in the Loan (or it becomes unlawful for any Affiliate of the Lender for the Lender to do so) (the “**Affected Lender**”):
 - (i) the Affected Lender shall promptly notify the Borrower upon becoming aware of that event;
 - (ii) upon the Affected Lender notifying the Borrower, the Available Facility will be immediately cancelled; and
 - (iii) subject to paragraph (B) below, the Borrower shall repay the Loan on the first Quarterly Payment Date occurring after the Affected Lender has notified the Borrower or, if earlier, the date specified by the Affected Lender in the notice delivered to the Borrower (being no earlier than the last day of any applicable grace period permitted by law) and the Lender’s Commitment shall be immediately cancelled in the amount repaid.
- (B) On or prior to the repayment date referred to in paragraph (A)(iii) above, the Borrower may, by notice to the Affected Lender, request that the Affected Lender transfer its Commitment and participation in the Loan and all its rights and obligations under the Finance Documents to a New Lender (as defined in and in accordance with Clause 22.1 (*Assignments and transfers by the Lender*)) for a purchase price in cash payable at the time of transfer in an amount equal to the Affected Lender’s participation in the Loan and all accrued interest, fees and other amounts payable in relation thereto under the Finance Documents, provided that:

- (i) the Affected Lender and the Security Agent have complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations; and
 - (ii) such transfer is effected on or prior to the repayment date referred to in paragraph (A)(iii) above.
- (C) Provided the conditions in paragraphs (B)(i) and (B)(ii) above have been met, the Affected Lender shall comply with any request made by the Borrower pursuant to paragraph (B) above.

7.2 Tax reasons

If any sum payable to the Lender by an Obligor is required to be increased pursuant to Clause 10.2 (*Tax gross-up*) or the Lender claims indemnification under Clause 10.3 (*Tax indemnity*), the Borrower may, whilst the circumstance giving rise to the requirement for that increase or indemnification continues, upon the Borrower giving the Lender not less than 10 Business Days’ prior notice (which notice shall be irrevocable) of its intention to do so, prepay the whole (and not part) of the Loan.

7.3 Mandatory prepayment

- (A) The Borrower must apply the following amounts in prepayment of the Loan promptly upon receipt or, if later, (a) in the case of any Insurance Proceeds which become Insurance Prepayment Proceeds, any Compensation Proceeds which become Compensation Prepayment Proceeds, any Recovery Proceeds which become Recovery Prepayment Proceeds or any Title Indemnity Proceeds which become Title Indemnity Prepayment Proceeds, upon those proceeds becoming designated as such, (b) in the case of any Disposal Proceeds, upon such amounts being paid into the Proceeds Account in accordance with paragraph (D) of Clause 19.4 (*Disposals*), and (c) in the case of any Lease Proceeds, upon such amounts being paid into the Proceeds Account in accordance with paragraph (D) of Clause 20.3 (*Lease Documents*) for application by the Cash Manager in accordance with the terms of this Agreement:
- (i) an amount equal to any Disposal Proceeds or Lease Proceeds;
 - (ii) an amount equal to any Insurance Prepayment Proceeds;
 - (iii) an amount equal to any Compensation Prepayment Proceeds;
 - (iv) an amount equal to any Recovery Prepayment Proceeds; and
 - (v) an amount equal to any Title Indemnity Prepayment Proceeds.
- (B) If any part of a Property is destroyed or damaged and such destruction or damage is not capable of reinstatement within three years of the destruction or damage and has or will have a material adverse effect on the Property, then the Borrower shall prepay the Loan in an amount equal to the Allocated Loan Amount in respect of that Property on the next Quarterly Payment Date to occur after the relevant destruction or damage.

7.4 Change of Control

(A) Upon the occurrence of a Change of Control:

- (i) the Borrower shall promptly notify the Lender upon becoming aware of that event; and
- (ii) in respect of a Change of Control other than a Permitted Change of Control:
 - (a) the Available Facility will be immediately cancelled; and
 - (b) the Borrower shall repay the Loan within 20 Business Days' notice from the Lender to the Borrower, provided such notice is provided by the Lender within 20 Business Days from notification of the Change of Control.

(B) For the purposes of this Clause 7.4:

- (i) **"acting in concert"** means a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate, through the acquisition directly or indirectly of interests in an entity by any of them, either directly or indirectly, to obtain or consolidate control of that entity;
- (ii) **"control"** of an entity means:
 - (a) the power (whether by way of ownership, proxy, contract, agency or otherwise) to:
 - (1) act as (or control the exercise of) the rights of the general partner or managing partner of that entity;
 - (2) cast, or control the casting of, more than 50 per cent. of the voting rights relating to the issued membership interests of that entity; or
 - (3) give directions with respect to the operating and financial policies of that entity with which that entity (or its members) are obliged to comply;
 - (b) the holding beneficially of more than 50 per cent. of the issued membership interests of, or economic rights in, that entity; or
 - (c) the holding beneficially of the rights to more than 50 per cent. of the surplus assets of that entity on a winding up;
- (iii) **"Change of Control"** means:
 - (a) the Sponsor ceases to directly or indirectly control the Shareholder or one or more persons other than the Sponsor (or a person that is directly

or indirectly controlled by the Sponsor) obtains direct or indirect control of the Shareholder;

- (b) the Shareholder ceases to directly control the Borrower or indirectly control any Guarantor (as if, in each case, each reference in the definition of “control” to “more than 50 per cent.” were to “100 per cent.”) or one or more persons other than the Shareholder and/or the Sponsor (or a person that is directly or indirectly controlled by the Sponsor) obtains direct or indirect control of any of the Obligors; or
- (c) any scheme, transaction, reorganisation or other event which results in:
 - (1) a deemed disposal of any interest in a Property for the purposes of section 179 of the Taxation of Chargeable Gains Act 1992;
 - (2) any de-grouping for the purposes of section 345 and/or section 346 of the CTA; and/or
 - (3) any withdrawal of group relief from stamp duty land tax and/or land transaction tax and/or similar (as applicable) in respect of any grant, surrender or transfer of any interest in a Property,

in each such case (each being a “**Tax Degrouping Event**”), where the same has an effect in relation to an Obligor and/or the Lender, provided that no scheme, transaction, reorganisation or other event shall constitute a Change of Control:

- (A) in the case of paragraph (1) above, where it occurs after the relevant six-year period referred to in section 179(1)(c) of the Taxation of Chargeable Gains Act 1992;
- (B) in the case of paragraph (3) above, where it occurs after the three-year period referred to in paragraph 3(1)(a) of Schedule 7 to the Finance Act 2003 or paragraph 8(2)(a) of Schedule 16 to the Land Transaction Tax and Anti-avoidance of Devolved Taxes (Wales) Act 2017 (as applicable); and
- (C) in any case, prior to the expiry of the relevant period referred to in paragraph (A) or (B) above (if applicable and as the case may be), where, no later than 10 Business Days before the due date for payment of any Tax that would not have arisen but for the relevant Tax Degrouping Event, the person liable to pay such Tax has been put in cleared funds sufficient to pay the Tax on terms such as to leave it in the same after-Tax position as it would have been had it not been required to do so (or, if the person liable to pay such Tax is an Obligor, such Tax has been paid or reserved for out of excess cash held by that Obligor),

and, for the avoidance of doubt, no scheme, transaction, reorganisation or other event shall constitute a Change of Control in relation to a solvent reorganisation of an Obligor or its wider corporate group, to the extent that such scheme, transaction, reorganisation or other event does not involve a Change of Control under paragraph (a) or (b) of that definition and provided that neither the effectiveness of the Transaction Security nor the rights of the Finance Parties under the Transaction Documents are adversely impacted by such scheme, transaction, reorganisation or other event.

(iv) **“Permitted Change of Control”** means a Change of Control under paragraph (a) and/or (b) of that definition (and not, for the avoidance of doubt, under paragraph (c) of that definition) where:

(a) prior to such Change of Control occurring, the Lender confirms to the Borrower that it is satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations (including in relation to sanctions compliance) arising or that would arise as a result of such Change of Control, provided that, where the person (or each person within a group of persons acting in concert) which is to acquire direct or indirect control of the Shareholder and/or any Obligor is a Consortium Lender, the Lender shall:

- (1) act promptly and reasonably in assessing whether or not all necessary “know your customer” or other similar checks have been satisfied;
- (2) promptly notify the Borrower of the outcome of those checks once they are completed;
- (3) if those checks cannot be completed satisfactorily, when notifying the Borrower of that fact, supply written reasons (identifying bona fide documented concerns regarding the relevant Consortium Lender) for that outcome, subject to applicable laws; and
- (4) if the Borrower delivers to the Lender by email in accordance with Clause 30 (*Notices*) a written request for the confirmation referred to in this paragraph (a) (a **“KYC Confirmation Request”**) which is copied at the same time to each Investor Email Address and states prominently that the Lender will (in accordance with this Clause 7.4) be deemed to have given that confirmation if the Lender does not respond in writing to that request within 15 Business Days after its receipt by the Lender, and the Borrower does not receive any such response within that period, the Lender shall be deemed to have given that confirmation (provided that, for the avoidance of doubt, without prejudice to paragraphs (1) to (3) above, nothing in this paragraph (4) shall require the Lender to complete its “know

your customer” or other similar checks within such 15 Business Day period);

- (b) no Default is continuing or would result from the Change of Control (or, if a Default is continuing, such Default would be remedied as a result of the Change of Control), provided that, where the person (or each person within a group of persons acting in concert) which is to acquire direct or indirect control of the Shareholder and/or any Obligor is a Consortium Lender, this paragraph (b) shall not apply in respect of a Default which arises solely for reasons other than the Change of Control;
- (c) the Repeating Representations (including, for the avoidance of doubt, the representations in Clause 16.25 (*Sanctions, anti-money laundering and anti-corruption*)) will be true immediately after the Change of Control, provided that, where the person (or each person within a group of persons acting in concert) which is to acquire direct or indirect control of the Shareholder and/or any Obligor is a Consortium Lender, this paragraph (c) shall not apply to a Repeating Representation which is untrue solely for reasons other than the Change of Control;
- (d) no Adverse Tax Effect arises; and
- (e) the person (or each person within a group of persons acting in concert) which has direct or indirect control of any Obligor following the Change of Control is an entity whose primary business activities do not consist of:
 - (1) manufacturing, selling or investing in (x) the core weapon systems of Controversial Weapons or (y) the provision of components or services of the core weapon systems of Controversial Weapons. “**Controversial Weapons**” means cluster weapons, landmines, biological or chemical weapons, depleted uranium weapons, white phosphorus weapons or nuclear weapons; manufacturing, selling or distributing assault weapons or small arms to civilian customers or key components of such assault weapons or small arms for civilian use;
 - (2) thermal coal extraction or electricity generation from thermal coal;
 - (3) extraction and/or production of fossil fuels via the method of arctic drilling;
 - (4) extraction and production of fossil fuels from oil sands or tar sands;
 - (5) any other oil and/or gas production and associated exploration;

- (6) manufacturing tobacco products, supplying tobacco-related products and services, or the distribution and/or retail sale of tobacco products or related investment therein;
 - (7) adult entertainment;
 - (8) gambling; or
 - (9) debt collection.
- (C) Any person (or group of persons acting in concert) which has direct or indirect control of the Borrower following a Permitted Change of Control shall thereafter be deemed to be the "Sponsor".

7.5 Voluntary prepayment

The Borrower may, if it gives the Lender not less than 10 Business Days' (or such shorter period as the Lender may agree) prior notice, prepay the whole or any part of the Loan (but, if in part, being an amount that reduces the amount of the Loan by a minimum amount of £5,000,000).

7.6 Restrictions

- (A) Any notice of cancellation or prepayment given by any Party under this Clause 7 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.
- (B) Any repayment or prepayment of the Loan (or part thereof) under this Agreement shall:
 - (i) in the case of a prepayment in accordance with Clause 7.1 (*Illegality*) or Clause 7.2 (*Tax reasons*), be made at the principal amount of the Loan (or such part thereof);
 - (ii) in the case of a prepayment in accordance with Clause 7.3 (*Mandatory prepayment*), Clause 7.4 (*Change of Control*) or Clause 7.5 (*Voluntary prepayment*) or any other repayment or prepayment (other than in accordance with Clause 6.1 (*Repayment of the Loan*), Clause 7.1 (*Illegality*) or Clause 7.2 (*Tax reasons*) but including Clause 21.18 (*Acceleration*)), be made at the applicable Prepayment Amount of the Loan (or such part thereof); and
 - (iii) be made together with (without double counting) accrued interest on the amount repaid or prepaid, but otherwise without premium or penalty,

provided that, in the case of a partial repayment or prepayment made at the applicable Prepayment Amount:

- (a) the notional amount of the Loan shall be deemed to be reduced by the principal amount repaid or prepaid and not, for the avoidance of doubt, the Prepayment Amount thereof; and

- (b) the amount received by the Lender which is equal to the relevant Prepayment Amount less the relevant principal amount of the Loan repaid or prepaid shall be deemed to be a partial prepayment fee.
- (C) The Borrower may not reborrow any part of the Facility which is prepaid.
- (D) The Borrower shall not repay or prepay all or any part of the Loan or cancel all or any part of the Commitment except at the times and in the manner expressly provided for in this Agreement.
- (E) No amount of the Commitment cancelled under this Agreement may be subsequently reinstated.
- (F) If all or part of the Loan is repaid or prepaid, an amount of the Commitment equal to the principal amount which is repaid or prepaid will be deemed to be cancelled on the date of repayment or prepayment.

SECTION 5 COSTS OF UTILISATION

8. INTEREST

8.1 Calculation of interest

The Loan shall bear interest on its outstanding principal amount at the Interest Rate.

8.2 Payment of interest

- (A) Accrued interest on the Loan shall be payable by the Borrower in arrear on each Quarterly Payment Date.
- (B) The Borrower may set off against any amount payable in respect of any interest or any Tax Payment (as defined in Clause 10.1 (*Definitions*)), in each case net of any withholding or deduction required by law, any amount in the nature of interest payable by the Lender (in its capacity as borrower) to the Borrower (in its capacity as lender) under the DSRA Loan Agreement (including, for the avoidance of doubt, any increased payment made pursuant to clause 6 (*Withholding*) of the DSRA Loan Agreement), net of any withholding or deduction required by law.

8.3 Default interest

- (A) If an Obligor fails to pay any amount payable by it under a Finance Document on its due date or following the expiry of any applicable grace period, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to paragraph (C) below, is 2 per cent. per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted part of the Loan in the currency of the overdue amount for successive Quarterly Periods.
- (B) Any interest accruing under this Clause 8.3 shall be immediately payable by the relevant Obligor on demand by the Lender.
- (C) If any overdue amount consists of all or part of the Loan which became due on a day prior to the Termination Date:
 - (i) the first interest period for that overdue amount shall have a duration equal to the unexpired portion of the then-current Quarterly Period; and
 - (ii) the rate of interest applying to the overdue amount during that first interest period shall be 2 per cent. per annum higher than the rate which would have applied if the overdue amount had not become due.
- (D) Default interest (if unpaid) arising on an overdue amount under this Clause 8.3 will be compounded with the overdue amount on each Quarterly Payment Date but will remain immediately due and payable.

9. FEES

9.1 Security Agent fee

The Borrower shall pay to the Security Agent (for its own account) a security agency fee in the amount and at the times agreed in a Fee Letter.

9.2 Cash management fee

The Borrower shall pay to the Cash Manager (for its own account) a cash management fee in the amount and at the times agreed in a Fee Letter.

9.3 Operating Fees

The Borrower shall pay to the Lender on each Operating Fees Payment Date a fee by way of additional consideration for the advance of the Loan in an amount equal to any:

- (1) Account Bank Fee Amount;
- (2) Auditor Fee Amount;
- (3) Rating Agency Fee Amount;
- (4) Transaction Management Fee Amount; and
- (5) Valuation Fee Amount,

(together, the “**Operating Fees**”).

SECTION 6
ADDITIONAL PAYMENT OBLIGATIONS

10. TAX GROSS-UP AND INDEMNITIES

10.1 Definitions

(A) In this Agreement:

“Borrower DTTP Filing” means an HM Revenue & Customs’ Form DTTP2 duly completed and filed by the Borrower, which, where it relates to a person that is a Treaty Lender, contains the scheme reference number and jurisdiction of tax residence stated in respect of that person in the documentation which it executes on becoming a Party as the Lender, and is filed with HM Revenue & Customs within 30 days of that date.

“HMRC DT Treaty Passport Scheme” means the HMRC Double Taxation Treaty Passport Scheme for certain overseas lenders which commenced on 1 September 2010, and as amended from time to time.

“Protected Party” means a Finance Party which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

“Qualifying Lender” means:

(a) a Lender which is beneficially entitled to interest payable to it in respect of an advance under a Finance Document and is:

(i) a Lender:

(A) that is a bank (as defined for the purpose of section 879 of the ITA) making an advance under a Finance Document and is within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance or would be within such charge as respects such payments apart from section 18A of the CTA; or

(B) in respect of an advance made under a Finance Document by that person that was a bank (as defined for the purpose of section 879 of the ITA) at the time that that advance was made and within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance;

(ii) a Lender which is:

(A) a company resident in the United Kingdom for United Kingdom tax purposes;

- (B) a partnership each member of which is:
 - (1) a company so resident in the United Kingdom; or
 - (2) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or
- (C) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company; or
- (iii) a Treaty Lender; or
- (b) a Lender which is a building society (as defined for the purposes of section 880 of the ITA) making an advance under a Finance Document.

“Tax Confirmation” means a confirmation by a Lender that the person beneficially entitled to interest payable to the Lender in respect of an advance under a Finance Document is either:

- (a) a company resident in the United Kingdom for United Kingdom tax purposes;
- (b) a partnership each member of which is:
 - (a) a company so resident in the United Kingdom; or
 - (b) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or
- (c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.

“Tax Credit” means a credit against, relief or remission for, or repayment of any Tax.

“Tax Deduction” means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction.

“Tax Payment” means either the increase in a payment made by an Obligor to a Finance Party under Clause 10.2 (*Tax gross-up*) or a payment under Clause 10.3 (*Tax indemnity*).

“Treaty Lender” means a Lender which:

- (a) is treated as a resident of a Treaty State for the purposes of the relevant Treaty;
- (b) does not carry on a business in the United Kingdom through a permanent establishment with which that person's participation in the Loan is effectively connected; and
- (c) fulfils any conditions which must be fulfilled under the Treaty of that Treaty State to obtain full exemption from United Kingdom taxation on interest pursuant to the relevant Treaty, assuming for these purposes that any administrative or procedural formalities have been completed and ignoring any special relationship between the Lender and any Obligor.

“Treaty State” means a jurisdiction having a double taxation agreement (a **“Treaty”**) in force with the United Kingdom which makes provision for full exemption from Tax imposed by the United Kingdom on interest.

“UK Non-Bank Lender” means:

- (a) the person which is originally party to this Agreement as the Lender; and
 - (b) another person acting as the Lender and which gives a Tax Confirmation in the documentation which it executes on becoming a Party as the Lender.
- (B) Unless a contrary indication appears, in this Clause 10 a reference to **“determines”** or **“determined”** means a determination made in the absolute discretion of the person making the determination.

10.2 Tax gross-up

- (A) Each Obligor shall make all payments to be made by it under any Finance Document without any Tax Deduction, unless a Tax Deduction is required by law.
- (B) The Borrower shall, promptly upon becoming aware that any Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction), notify the Lender accordingly and, similarly, the Lender shall notify the Borrower on becoming so aware in respect of a payment payable to the Lender.
- (C) If a Tax Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor shall (unless the relevant Protected Party has waived its entitlement under Clause 10.3(E) (*Tax indemnity*) below) be increased to an amount

which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

- (D) A payment shall not be increased under paragraph (C) above by reason of a Tax Deduction on account of Tax imposed by the United Kingdom if, on the date on which the payment falls due:
- (i) the payment could have been made to the Lender without a Tax Deduction if the Lender had been a Qualifying Lender, but on that date the Lender is not or has ceased to be a Qualifying Lender other than as a result of any change after the date of this Agreement in (or in the interpretation, administration, or application of) any law or Treaty or any published practice or published concession of any relevant taxing authority;
 - (ii) the Lender is a Qualifying Lender solely by virtue of paragraph (a)(ii) of the definition of Qualifying Lender and:
 - (a) an officer of HM Revenue & Customs has given (and not revoked) a direction under section 931 of the ITA which relates to the payment (a "**Direction**") and the Lender has received from the Borrower a certified copy of that Direction; and
 - (b) the payment could have been made to the Lender without any Tax Deduction if that Direction had not been made; or
 - (iii) the Lender is a Qualifying Lender solely by virtue of paragraph (a)(ii) of the definition of Qualifying Lender and:
 - (a) the Lender has not given a Tax Confirmation to the Borrower; and
 - (b) the payment could have been made to the Lender without any Tax Deduction if the Lender had given a Tax Confirmation to the Borrower, on the basis that the Tax Confirmation would have enabled the relevant Obligor(s) to have formed a reasonable belief that the payment was an "excepted payment" for the purpose of section 930 of the ITA; or
 - (iv) the payment could have been made to the Lender without the Tax Deduction had the Lender complied with its obligations under paragraph (G) or (H) (as applicable) below.
- (E) If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
- (F) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making the Tax Deduction shall deliver to the Lender for itself or (if applicable) for the Finance Party entitled to the payment a statement under section 975 of the ITA or other evidence reasonably satisfactory to that

Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

(G)

- (i) Subject to paragraph (ii) below, a Treaty Lender and each relevant Obligor shall co-operate in completing any procedural formalities necessary for that Obligor to obtain authorisation to make that payment without a Tax Deduction.
- (ii) A Lender which is not the person originally party as the Lender and that holds a passport under the HMRC DT Treaty Passport Scheme, and which wishes that scheme to apply to this Agreement, shall confirm its scheme reference number and its jurisdiction of tax residence in the documentation which it executes on becoming a Party as the Lender, and, having done so, that person shall be under no obligation pursuant to paragraph (i) above.

(H) If the Lender has confirmed its scheme reference number and its jurisdiction of tax residence in accordance with paragraph (G)(ii) above and:

- (i) the Borrower has not made a Borrower DTTP Filing in respect of the Lender; or
- (ii) the Borrower has made a Borrower DTTP Filing in respect of the Lender but:
 - (a) that Borrower DTTP Filing has been rejected by HM Revenue & Customs;
 - (b) HM Revenue & Customs has not given the Borrower authority to make payments to the Lender without a Tax Deduction within 60 days of the date of the Borrower DTTP Filing; or
 - (c) HM Revenue & Customs has given the Borrower authority to make payments to the Lender without a Tax Deduction but such authority has subsequently been revoked or expired (or is due to otherwise terminate or expire within the next three months),

and, in each case, the Borrower has notified the Lender in writing, the Lender and the Borrower shall co-operate in completing any additional procedural formalities necessary for that Borrower to obtain authorisation to make that payment without a Tax Deduction.

(I) If a Lender has confirmed its scheme reference number and jurisdiction of tax residence in accordance with paragraph (G)(ii) above, and that Lender ceases to hold a valid passport under the HMRC DT Treaty Passport Scheme, it shall promptly notify the Borrower in writing and that Lender and the relevant Obligors shall co-operate in completing any additional procedural formalities necessary for the relevant Obligor(s) to obtain authorisations to make payment to that Lender without a Tax Deduction.

- (J) If the Lender has not confirmed its scheme reference number and jurisdiction of tax residence in accordance with paragraph (G)(ii) above, the Borrower shall not make a Borrower DTTP Filing or file any other form relating to the HMRC DT Treaty Passport Scheme in respect of the Lender's Commitment or its participation in the Loan unless the Lender otherwise agrees.
- (K) The Borrower shall, promptly on making a Borrower DTTP Filing, deliver a copy of that Borrower DTTP Filing to the Lender.
- (L) Bridge Finco Limited gives a Tax Confirmation to the Borrower by entering into this Agreement.
- (M) Each Obligor acknowledges that a Lender's Tax Confirmation will satisfy the requirement that it has formed a reasonable belief as at the date of this Agreement that payments by it to the Lender are "excepted payments" for the purpose of section 930 of the ITA pursuant to section 933 of the ITA.
- (N) A UK Non-Bank Lender shall promptly notify the Borrower on becoming aware of any change in the position from that set out in the Tax Confirmation.

10.3 Tax indemnity

- (A) The Obligors shall (within 10 Business Days of demand by the relevant Protected Party), pay (or procure there is paid) to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document.
- (B) Paragraph (A) above shall not apply:
 - (i) with respect to any Tax assessed on a Finance Party under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident or having a permanent establishment (to which the income on which the Tax in question is imposed is received or attributable) for tax purposes, if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Finance Party; or
 - (ii) to the extent a loss, liability or cost:
 - (a) is compensated for by an increased payment under Clause 10.2 (*Tax gross-up*);
 - (b) would have been compensated for by an increased payment under Clause 10.2 (*Tax gross-up*) but was not so compensated solely because one of the exclusions in paragraph (D) of Clause 10.2 (*Tax gross-up*) applied;

- (c) relates to a FATCA Deduction required to be made by a Party;
 - (d) is compensated for by a payment under Clause 10.6 (*Stamp Taxes*) or would have been so compensated but for the proviso in that Clause; or
 - (e) is compensated for by a payment under Clause 10.7 (*VAT*).
- (C) A Protected Party making, or intending to make, a claim under paragraph (A) above shall promptly notify the Lender on becoming aware of the event which will give, or has given, rise to the claim, following which the Lender shall promptly notify the Borrower.
- (D) A Protected Party shall, on receiving a payment from an Obligor under this Clause 10.3, notify the Lender.
- (E) If any Protected Party is or will be entitled to claim indemnification from an Obligor under this Clause 10.3, or to receive an increased payment under Clause 10.2(C) (*Tax gross-up*) above, and the Borrower gives notice to the Protected Party under Clause 7.2 (*Tax reasons*) in respect of such circumstances, during that notice period the relevant Protected Party may irrevocably waive the entitlement to claim such indemnification, or to require the Borrower to increase such payment to which the Borrower's notice related.
- (F) Notwithstanding anything to the contrary in this Agreement, if all of the relevant Protected Parties that are or will be entitled to claim indemnification from an Obligor under this Clause 10.3, or to receive an increased payment under Clause 10.2(C) (*Tax gross-up*) above, waive their entitlement to claim such indemnification, or to require that Obligor to increase such payment (as the case may be), pursuant to paragraph (E) above, then such notice under Clause 7.2 (*Tax reasons*) shall be deemed to have never been given and Clause 7.2 (*Tax reasons*) shall not apply in respect of the entitlement to claim such indemnification, or to require that Obligor to increase such payment (as the case may be), to the extent it is waived pursuant to paragraph (E) above and this paragraph (F) (provided that, for the avoidance of doubt, nothing in this paragraph (F) shall affect the validity of any notice to the extent that it is given under Clause 7.5 (*Voluntary prepayment*)).

10.4 Tax Credit

If an Obligor makes a Tax Payment and the relevant Finance Party determines that:

- (A) a Tax Credit is attributable to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and
- (B) that Finance Party has obtained and utilised that Tax Credit,

the Finance Party shall pay an amount to that Obligor which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by that Obligor.

10.5 Lender Status Confirmation

Any person which becomes the Lender after the date of this Agreement shall indicate, in the documentation which it executes on becoming a Party as the Lender, which of the following categories it falls in:

- (A) not a Qualifying Lender;
- (B) a Qualifying Lender (other than a Treaty Lender); or
- (C) a Treaty Lender.

If such a person fails to indicate its status in accordance with this Clause 10.5, then that person shall be treated for the purposes of this Agreement (including by each Obligor) as if it is not a Qualifying Lender until such time as it notifies the Borrower which category applies. For the avoidance of doubt, the documentation which a person executes on becoming a Party as the Lender shall not be invalidated by any failure of such person to comply with this Clause 10.5.

10.6 Stamp Taxes

The Obligors shall pay and, within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to all stamp duty, stamp duty land tax, land transaction tax, registration and other similar Taxes payable in respect of any Finance Document, provided that this Clause 10.6 shall not apply in respect of any stamp duty, stamp duty land tax, land transaction tax, registration and other similar taxes payable in respect of any assignment or transfer by the Lender of any of its rights and/or obligations under the Finance Documents, save where such assignment or transfer takes place in connection with the enforcement of any Transaction Security or while any Default is continuing.

10.7 VAT

- (A) All amounts expressed to be payable under a Finance Document by any Party to a Finance Party which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, subject to paragraph (B) below, if VAT is or becomes chargeable on any supply made by any Finance Party to any Party under a Finance Document and if such Finance Party is required to account to the relevant tax authority for the VAT, that Party must pay to such Finance Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of that VAT (and such Finance Party must promptly provide an appropriate VAT invoice to that Party).
- (B) If VAT is or becomes chargeable on any supply made by any Finance Party (the “**Supplier**”) to any other Finance Party (the “**Recipient**”) under a Finance Document, and any Party other than the Recipient (the “**Relevant Party**”) is required by the terms of any Finance Document to pay an amount equal to the consideration for that supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):

- (i) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Relevant Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this paragraph (i) applies) promptly pay to the Relevant Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the Recipient reasonably determines relates to the VAT payable on that supply; and
 - (ii) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the Relevant Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.
- (C) Where a Finance Document requires any Party to reimburse or indemnify a Finance Party for any cost or expense, that Party shall reimburse or indemnify (as the case may be) such Finance Party for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such Finance Party reasonably determines that it, or any group of which it is a member for VAT purposes, is entitled to credit or repayment in respect of such VAT from the relevant tax authority.
- (D) Any reference in this Clause 10.7 to any Party shall, at any time when that Party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of that group at that time (the term “**representative member**” to have the same meaning as in the Value Added Tax Act 1994).
- (E) In relation to any supply made by a Finance Party to any Party under a Finance Document, if reasonably requested by such Finance Party, that Party must promptly provide such Finance Party with details of that Party’s VAT registration and such other information as is reasonably requested in connection with such Finance Party’s VAT reporting requirements in relation to such supply.

10.8 FATCA information

- (A) Subject to paragraph (C) below, each Party shall, within 10 Business Days of a reasonable request by another Party:
 - (i) confirm to that other Party whether it is:
 - (a) a FATCA Exempt Party; or
 - (b) not a FATCA Exempt Party;
 - (ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party’s compliance with FATCA; and

- (iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.
- (B) If a Party confirms to another Party pursuant to paragraph (A)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.
- (C) Paragraph (A) above shall not oblige any Finance Party to do anything, and paragraph (A)(iii) above shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:
 - (i) any law or regulation;
 - (ii) any fiduciary duty; or
 - (iii) any duty of confidentiality.
- (D) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraph (A)(i) or (A)(ii) above (including, for the avoidance of doubt, where paragraph (C) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

10.9 FATCA Deduction

- (A) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.
- (B) Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the Party to whom it is making the payment and, in addition, shall notify the Borrower and the Lender and the Lender shall notify the other Finance Parties.

11. OTHER INDEMNITIES

11.1 Currency indemnity

- (A) If any sum due from an Obligor under the Finance Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:
 - (i) making or filing a claim or proof against that Obligor; or

- (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Obligor shall as an independent obligation, within 10 Business Days of demand, indemnify each Secured Party to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between:

- (a) the rate of exchange used to convert that Sum from the First Currency into the Second Currency; and
 - (b) the rate or rates of exchange available to that person at the time of its receipt of that Sum.
- (B) Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

11.2 Other indemnities

The Obligors shall, within 10 Business Days of demand, indemnify each Secured Party against any cost, loss or liability incurred by that Secured Party as a result of:

- (A) investigating any event which the Lender reasonably believes is a Default;
- (B) the occurrence of any Event of Default;
- (C) a failure by an Obligor to pay any amount due from it under a Finance Document on its due date, including without limitation, any cost, loss or liability arising as a result of Clause 27 (*Sharing among the Finance Parties*);
- (D) funding, or making arrangements to fund, its participation in the Loan requested in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Secured Party alone);
- (E) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement; or
- (F) the Loan (or part of the Loan) not being prepaid in accordance with a notice of prepayment given by or on behalf of the Borrower.

11.3 Compliance with laws

The Obligors shall indemnify each Finance Party (except the Security Agent) against any loss or liability which:

- (A) that Finance Party properly incurs as a direct result of any actual breach of any law or regulation applicable to a Property (including the use thereof); and

- (B) would not have arisen if a Finance Document had not been entered into, unless it is caused by that Finance Party's negligence, wilful misconduct or breach of contract and provided further that the relevant Finance Party shall be under a duty to mitigate its loss where it is reasonably practicable to do so.

12. MITIGATION BY THE LENDER

12.1 Mitigation

- (A) Each Finance Party shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in the Facility ceasing to be available or any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clauses 7.1 (*Illegality*) or 10 (*Tax Gross-up and Indemnities*).
- (B) Paragraph (A) above does not in any way limit the obligations of any Obligor under the Finance Documents.

12.2 Limitation of liability

- (A) The Obligors shall promptly indemnify each Finance Party for all costs and expenses reasonably incurred by that Finance Party as a result of steps taken by it under Clause 12.1 (*Mitigation*).
- (B) A Finance Party is not obliged to take any steps under Clause 12.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

13. COSTS AND EXPENSES

13.1 Transaction expenses

The Obligors shall, within 10 Business Days of demand, pay each of the Lender, the Arranger and the Security Agent the amount of all costs and expenses (including legal fees) reasonably incurred by any of them (and, in the case of the Security Agent, by any Receiver or Delegate), subject to any pre-agreed cap, in connection with the negotiation, preparation, printing, execution and perfection of:

- (A) this Agreement and any other documents referred to in this Agreement or in a Security Document; and
- (B) any other Finance Documents executed after the date of this Agreement.

13.2 Amendment costs

If:

- (A) an Obligor requests an amendment, waiver, release or consent; or
- (B) an amendment is required pursuant to Clause 28.8 (*Change of currency*),

the Obligors shall, within 10 Business Days of demand, reimburse each of the Lender and the Security Agent for the amount of all costs and expenses (including legal fees) reasonably incurred by the Lender or the Security Agent (and, in the case of the Security Agent, by any Receiver or Delegate), subject to any pre-agreed cap, in responding to, evaluating, negotiating or complying with that request or requirement.

13.3 Valuations

- (A) The Lender shall be entitled to obtain:
 - (i) within 90 days of each Valuation Date, a Valuation of each Property, provided that the Lender shall, not less than five Business Days prior to instructing the Valuer, notify the Borrower of the identity of the proposed Valuer and the proposed scope of instruction, and provide the Borrower with a copy of the scope and engagement terms;
 - (ii) within 40 Business Days of:
 - (a) becoming aware of or being notified of a valid claim under any Insurances in respect of any material damage to a Property; or
 - (b) receipt of any Recovery Proceeds or Compensation Proceeds,a Valuation for each Property in respect of which such material damage occurred or proceeds were received; and
 - (iii) at any time when a Default is continuing or the Lender considers (acting reasonably) that a Default is likely to be evidenced as a result of obtaining that Valuation, a Valuation of such Properties as the Lender may require, provided that no more than one Valuation may be obtained pursuant to this paragraph (A)(iii) on the basis of any single Default during the period of continuance of that Default.
- (B) The Borrower may request that the Lender obtain at any time, including when a Financial Covenant Default or a Cash Trap Event has occurred and is continuing, a Valuation of the Properties. The Lender shall, subject to being provided the necessary information in relation to, and access to, the Properties, obtain such a Valuation as soon as reasonably practicable following the first three such requests in any 12-month period, provided that only one Valuation process may be outstanding at any one time.
- (C) Each Valuation obtained pursuant to paragraph (A) above:
 - (i) shall be a physical valuation:
 - (a) on each second Valuation Date (it being acknowledged that, subject to the following paragraphs, Valuations obtained on the intervening Valuation Dates shall be conducted on a desktop basis without physical inspection);

- (b) where a Valuation is obtained pursuant to paragraph (A)(ii)(a) or (A)(ii)(b) above;
 - (c) whenever else required under the then-current RICS Valuation Standards (whether as a result of works carried out at the relevant Property or otherwise); and
 - (d) while a Default is continuing; and
- (ii) shall be required to be as of a date falling on or around the date on which such Valuation is delivered to the Borrower.

The Lender shall provide the Borrower with a copy of each Valuation (including any drafts) promptly following receipt of the same from the Valuer.

(D) The Obligors shall:

- (i) permit and procure that the Valuer has such access to the Properties as may reasonably be required (having regard to the use of the Properties) for the purpose of carrying out a Valuation;
- (ii) provide such information as the Valuer may reasonably require for the purposes of preparing a Valuation; and
- (iii) within 10 Business Days of demand, pay to the Lender the costs incurred by the Lender in respect of:
 - (a) the Initial Valuation;
 - (b) any Valuation obtained pursuant to paragraph (A)(i), (A)(ii) or (B) above; and
 - (c) any Valuation obtained pursuant to paragraph (A)(iii) above, provided that, if no Default was continuing at the time that Valuation was instructed and no Default is evidenced as a result of obtaining that Valuation, all costs incurred by the Lender in respect of that Valuation shall be for the Lender itself, not for the Obligors.

- (E) Any valuation of a Property obtained by the Lender other than pursuant to paragraph (A) or (B) above shall be at the cost of the Lender and shall not constitute a "Valuation" for the purposes of this Agreement unless the Borrower otherwise agrees in writing.

13.4 Determination Agent

If the Lender appoints a Determination Agent to determine any matter under the Finance Documents, the Obligors shall, within 10 Business Days of demand, pay to the Lender an amount equal to the fees of such Determination Agent (such fees to be pre-agreed with the Borrower in writing).

13.5 Enforcement and preservation costs

The Obligors shall, within 10 Business Days of demand, pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with the enforcement of, or the preservation of any rights under, any Finance Document or the Transaction Security and with any proceedings instituted by or against that Secured Party as a consequence of it entering into a Finance Document, taking or holding the Transaction Security, or enforcing those rights.

SECTION 7 GUARANTEE

14. GUARANTEE AND INDEMNITY

14.1 Guarantee and indemnity

Each Guarantor irrevocably and unconditionally, jointly and severally:

- (A) guarantees to each Finance Party punctual performance by each Obligor of all that Obligor's obligations under the Finance Documents;
- (B) undertakes with each Finance Party that, whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall immediately on demand pay that amount as if it were the principal obligor; and
- (C) agrees with each Finance Party that, if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Finance Party immediately on demand against any cost, loss or liability it incurs as a result of an Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount payable by a Guarantor under this indemnity will not exceed the amount it would have had to pay under this Clause 14 if the amount claimed had been recoverable on the basis of a guarantee.

14.2 Continuing guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

14.3 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Finance Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Guarantor under this Clause 14 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

14.4 Waiver of defences

The obligations of each Guarantor under this Clause 14 will not be affected by an act, omission, matter or thing which, but for this Clause 14.4, would reduce, release or prejudice any of its obligations under this Clause 14 (without limitation and whether or not known to it or any Finance 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 of any such person;
- (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-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (D) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- (E) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- (F) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (G) any insolvency or similar proceedings.

14.5 Guarantor intent

Without prejudice to the generality of Clause 14.4 (*Waiver of defences*), each Guarantor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following:

- (A) acquisitions of any nature;
- (B) increasing working capital;
- (C) enabling distributions to be made;
- (D) carrying out restructurings;
- (E) refinancing existing facilities;
- (F) refinancing any other indebtedness;
- (G) making facilities available to new borrowers;

- (H) any other variation or extension of the purposes for which any facility or amount might be made available from time to time; and
- (I) any fees, costs and/or expenses associated with any of the foregoing.

14.6 Immediate recourse

Each Guarantor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Guarantor under this Clause 14. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

14.7 Appropriations

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, each Finance Party (or any trustee or agent on its behalf) may:

- (A) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and
- (B) hold in an interest-bearing suspense account any moneys received from any Guarantor or on account of any Guarantor's liability under this Clause 14.

14.8 Deferral of Guarantors' rights

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Lender otherwise directs, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Clause 14:

- (A) to be indemnified by an Obligor;
- (B) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents;
- (C) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party;
- (D) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Guarantor has given a guarantee, undertaking or indemnity under Clause 14.1 (*Guarantee and indemnity*);

- (E) to exercise any right of set-off against any Obligor; and/or
- (F) to claim or prove as a creditor of any Obligor in competition with any Finance Party.

If a Guarantor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Finance Parties by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Finance Parties and shall promptly pay or transfer the same to the Lender or as the Lender may direct for application in accordance with Clause 28 (*Payment Mechanics*).

14.9 Release of Guarantors' right of contribution

If any Guarantor (a "**Retiring Guarantor**") ceases to be a Guarantor in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Retiring Guarantor then, on the date such Retiring Guarantor ceases to be a Guarantor:

- (A) that Retiring Guarantor is released by each other Guarantor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Guarantor arising by reason of the performance by any other Guarantor of its obligations under the Finance Documents; and
- (B) each other Guarantor waives any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under any Finance Document or of any other security taken pursuant to, or in connection with, any Finance Document where such rights or security are granted by or in relation to the assets of the Retiring Guarantor.

14.10 Additional security

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party.

SECTION 8
BANK ACCOUNTS

15. BANK ACCOUNTS

15.1 Designation of Accounts

- (A) The Borrower has opened or shall open (as soon as reasonably practicable after the date of this Agreement and, in any event, at least 10 Business Days prior to the Utilisation Date), and shall thereafter maintain, in its name:
- (i) an account with the Account Bank designated the “**Transaction Account**”;
 - (ii) an account with the Account Bank designated the “**General Account**”;
 - (iii) an account with the Account Bank designated the “**Proceeds Account**”;
 - (iv) an account with the Account Bank designated the “**Specific Purpose Account**”; and
 - (v) an account with the Account Bank designated the “**Rent Deposit Account**”.
- (B) The Borrower shall not, without the prior written consent of the Lender:
- (i) maintain any other bank account in its name or in which it deposits funds or in which funds are deposited on its behalf; or
 - (ii) take or permit to be taken any steps to close or transfer any Account or to merge, combine or pool any Account with any other account.

15.2 Account Bank

- (A) Subject to the remainder of this Clause 15.2, each Account must be held at the Account Bank.
- (B) The replacement of an Account only becomes effective when the relevant bank agrees with the Lender and the Borrower, in a manner satisfactory to the Lender, to fulfil the role of the bank holding that Account.
- (C) If at any time the Account Bank does not have the Requisite Account Bank Ratings, the Lender shall be entitled to request that the Borrower replace the Account Bank by appointing a successor Account Bank with the Requisite Account Bank Ratings and incorporated in England and Wales or Scotland and the Borrower shall promptly, and in any event within 60 days, comply with such request, provided that the Lender shall act reasonably and in good faith in considering any request which the Borrower may raise for an extension to such 60-day period in circumstances where the Borrower is

using all reasonable endeavours to effect the relevant replacement but requires additional time to complete the replacement.

- (D) If the replacement of the Account Bank has not been completed within the period specified in paragraph (C), the Borrower shall promptly notify the Lender and provide reasonable details of the steps being taken to complete such replacement. Pending completion of such replacement, the Borrower shall continue to use all reasonable endeavours to appoint a successor Account Bank as soon as reasonably practicable and shall discuss and implement reasonable interim arrangements to protect the amounts standing to the credit of the Accounts.

15.3 Transaction Account

- (A) On and from the date of this Agreement (or, if later, the date on which such Account is opened), the Cash Manager shall have sole signing rights in relation to the Transaction Account in accordance with the provisions of the Finance Documents.
- (B) The Borrower must ensure that:
 - (i) all Rental Income; and
 - (ii) all Tenant Contributions,received are, except as otherwise expressly permitted by any Finance Document or otherwise agreed by the Lender, paid into the Transaction Account.
- (C) If any payment of any amount is received by or on behalf of the Borrower other than directly into the Transaction Account, except as expressly permitted by any Finance Document or otherwise agreed by the Lender, that payment must be paid immediately into the Transaction Account.
- (D) Subject to paragraph (C) of Clause 15.8 (*Miscellaneous Accounts provisions*), amounts standing to the credit of the Transaction Account shall be withdrawn only in accordance with the applicable Priority of Payments.

15.4 General Account

- (A) On and from the date of this Agreement (or, if later, the date on which such Account is opened), except as provided in paragraph (C) below, the Borrower shall have sole signing rights in relation to the General Account.
- (B) Except as provided in paragraph (C) below and subject to any requirement that amounts paid into the General Account for a particular purpose must be used for that purpose, the Borrower may withdraw any amount from the General Account for any purpose, including any Permitted Payment.

- (C) At any time when an Event of Default is continuing, the Security Agent may instruct the Cash Manager to:
 - (i) operate the General Account;
 - (ii) notify the Borrower that its rights to operate the General Account are suspended, such notice to take effect in accordance with its terms; and
 - (iii) withdraw from, and apply amounts standing to the credit of, the General Account in accordance with the applicable Priority of Payments.

15.5 Proceeds Account

- (A) On and from the date of this Agreement (or, if later, the date on which such Account is opened), the Cash Manager shall have sole signing rights in relation to the Proceeds Account in accordance with the provisions of the Finance Documents.
- (B) Subject to paragraph (C) of Clause 15.8 (*Miscellaneous Accounts provisions*), amounts shall only be withdrawn from the Proceeds Account and applied as follows:
 - (i) in or towards repayment or prepayment of the Loan in accordance with any of Clause 6.1 (*Repayment of the Loan*), Clause 7.1 (*Illegality*), Clause 7.2 (*Tax reasons*), Clause 7.3 (*Mandatory prepayment*), Clause 7.4 (*Change of Control*) or Clause 21.18 (*Acceleration*);
 - (ii) in the case of any Lease Proceeds, Insurance Proceeds, Recovery Proceeds, Compensation Proceeds or Title Indemnity Proceeds, for application in accordance with, respectively, Clause 20.3(D) (*Lease Documents*), paragraph (I) of Clause 20.9 (*Insurances*), paragraph (B) of Clause 20.10 (*Recovery Proceeds*), paragraph (B) of Clause 20.11 (*Compensation Proceeds*) or paragraph (B) of Clause 20.12 (*Title Indemnity Proceeds*); and/or
 - (iii) at the election of the Borrower, in or towards prepayment of the Loan in accordance with Clause 7.5 (*Voluntary prepayment*), provided that the minimum prepayment amount shall not apply to such prepayment.

15.6 Specific Purpose Account

- (A) On and from the date of this Agreement (or, if later, the date on which such Account is opened), the Cash Manager shall have sole signing rights in relation to any Specific Purpose Account in accordance with the provisions of the Finance Documents.
- (B) Amounts shall only be withdrawn from any Specific Purpose Account, and applied, as follows:
 - (i) in or towards repayment or prepayment of the Loan in accordance with any of Clause 6.1 (*Repayment of the Loan*), Clause 7.1 (*Illegality*), Clause 7.2 (*Tax reasons*), Clause 7.3 (*Mandatory prepayment*), Clause 7.4 (*Change of Control*) or Clause 21.18 (*Acceleration*);

- (ii) in the case of any Equity Cure Amount used to cure or prevent a Financial Covenant Default or a Cash Trap Event, subject to paragraph (F) of Clause 15.8 (*Miscellaneous Accounts provisions*), in transfer to the General Account;
- (iii) in the case of any Property Cure Cash Collateral Amount, following completion of the relevant Permitted Substitution or Permitted Contribution, in transfer to the General Account in accordance with paragraph (F)(iii) of Clause 18.3 (*Cure*);
- (iv) in the case of any Disposal Proceeds credited to such Specific Purpose Account in accordance with paragraph (D) of Clause 19.4 (*Disposals*), in accordance with paragraph (E) of such Clause; and/or
- (v) at the election of the Borrower, in or towards prepayment of the Loan in accordance with Clause 7.5 (*Voluntary prepayment*), provided that the minimum prepayment amount shall not apply to such prepayment.

15.7 Rent Deposit Account

- (A) On and from the date of this Agreement (or, if later, the date on which such Account is opened), the Cash Manager shall have sole signing rights in relation to any Rent Deposit Account in accordance with the provisions of the Finance Documents.
- (B) Amounts shall only be withdrawn from the Rent Deposit Account and applied in accordance with the terms of each Rent Deposit Deed.

15.8 Miscellaneous Accounts provisions

- (A) The Borrower shall ensure that no account in its name (including an Account) goes into overdraft.
- (B) Any amount received or recovered by the Borrower otherwise than by credit to an Account must be held subject to the Security created by the Finance Documents and immediately be paid to the relevant Account or to the Lender in the same funds as received or recovered.
- (C) The moneys standing to the credit of an Account may be applied by the Security Agent (or the Cash Manager on its behalf) in payment of any amount due but unpaid to a Finance Party under the Finance Documents.
- (D) No Finance Party is responsible or liable to the Borrower for:
 - (i) any non-payment of any liability of the Borrower which could be paid out of moneys standing to the credit of an Account; or
 - (ii) any withdrawal wrongly made, if made in good faith.
- (E) The Borrower shall, as soon as reasonably practicable and, in any event, within five Business Days of any request by the Lender, the Security Agent or the Cash Manager,

supply the Lender, the Security Agent and the Cash Manager with the following information in relation to any payment received in an Account:

- (i) the date of payment or receipt;
 - (ii) the payer; and
 - (iii) the purpose of the payment or receipt.
- (F) No withdrawals may be made from an Account in accordance with Clause 15.6 (*Specific Purpose Account*) unless, on the date of the request (if applicable) for such withdrawal and on the proposed withdrawal date:
- (i) no Cash Trap Event is continuing or would result from the making of such payment;
 - (ii) no Default is continuing or would result from the making of such payment;
 - (iii) the Repeating Representations are correct; and
 - (iv) in respect of an Equity Cure Amount only:
 - (a) at least 12 months have elapsed since the date on which the financial covenants in Clause 18 (*Financial Covenants*) or the thresholds specified in the definition of Cash Trap Event, as applicable, were recalculated in accordance with paragraph (D) of Clause 18.3 (*Cure*) using that Equity Cure Amount; and
 - (b) no further Financial Covenant Default or Cash Trap Event has occurred in such 12 month period.
- (G) At any time, the Borrower may elect, by notice to the Lender, the Security Agent and the Cash Manager, that any amount which remains standing to the credit of the Specific Purpose Account as a consequence of the operation of paragraph (F)(i) above shall be applied in or towards prepayment of the Loan in accordance with Clause 7.5 (*Voluntary prepayment*) and, if the Borrower so elects, the Borrower shall be deemed to have irrevocably authorised and instructed the Cash Manager to apply such amount in prepayment of the Loan.
- (H) On (or as soon as reasonably practicable after) the date on which all of the Secured Liabilities are fully paid and discharged, the Cash Manager shall (and is instructed by the Lender to) transfer to the General Account all amounts standing to the credit of any Blocked Account (or otherwise, upon the request of the Borrower, the Borrower shall be given sole signing rights in relation to the Blocked Accounts).

SECTION 9
REPRESENTATIONS, UNDERTAKINGS AND EVENTS OF DEFAULT

16. REPRESENTATIONS

Each Obligor makes the representations and warranties set out in this Clause 16 to each Finance Party on the date of this Agreement.

16.1 Status

- (A) It is a company limited by shares, duly formed and validly existing under the law of its Original Jurisdiction.
- (B) It has the power to own its assets and carry on its business as it is being conducted.

16.2 Binding obligations

- (A) Subject to the Legal Reservations and (in the case of the Transaction Security) the Perfection Requirements the obligations expressed to be assumed by it in each Transaction Document to which it is a party are legal, valid, binding and enforceable obligations.
- (B) Without limiting the generality of paragraph (A) above, subject to the Legal Reservations and the Perfection Requirements, each Security Document to which it is a party creates the Security which that Security Document purports to create and that Security is valid and effective.

16.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Transaction Documents and the granting of the Transaction Security do not and will not conflict with:

- (A) any law or regulation applicable to it;
- (B) its constitutional documents; or
- (C) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument in a manner which has or is reasonably likely to have a Material Adverse Effect.

16.4 Power and authority

- (A) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Transaction Documents to which it is or will be a party and the transactions contemplated by those Transaction Documents.

- (B) No limit on its powers will be exceeded as a result of the borrowing, grant of Security or giving of guarantees or indemnities contemplated by the Transaction Documents to which it is a party.

16.5 Validity and admissibility in evidence

- (A) All Authorisations required:
 - (i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Transaction Documents to which it is a party;
 - (ii) to make the Transaction Documents to which it is a party admissible in evidence in its Relevant Jurisdictions; and
 - (iii) to enable it to create the Security purported to be created by each Security Document to which it is a party and to ensure that such Security has the priority and ranking it is expressed to have,

have been obtained or effected and are in full force and effect, save for the making of the appropriate registrations of the Security Documents specified in Clause 16.8 (*No filing or stamp Taxes*).

- (B) All Authorisations necessary for the conduct of the business, trade and ordinary activities of the Obligors have been obtained or effected and are in full force and effect if failure to obtain or effect those Authorisations has or is reasonably likely to have a Material Adverse Effect.

16.6 Governing law and enforcement

Subject to the Legal Reservations:

- (A) the choice of the governing law of the Finance Documents will be recognised and enforced in its Relevant Jurisdictions; and
- (B) any judgment obtained in relation to a Finance Document in the jurisdiction of the governing law of that Finance Document will be recognised and enforced in its Relevant Jurisdictions.

16.7 Deduction of Tax

- (A) It is not required to make any Tax Deduction (as defined in Clause 10.1 (*Definitions*)) from any payment of interest it may make under any Finance Document to a Lender that is a Qualifying Lender:
 - (i) falling within paragraph (a)(i) of the definition of “Qualifying Lender”;
 - (ii) except where a Direction has been given under section 931 of the ITA in relation to the payment concerned, falling within paragraph (a)(ii) of the definition of “Qualifying Lender”;

- (iii) falling within paragraph (b) of the definition of “Qualifying Lender”; or
 - (iv) falling within the definition of “Treaty Lender” and the payment is one specified in a direction given by the Commissioners of Revenue & Customs under Regulation 2 of the UK Double Taxation Relief (Taxes on Income) (General) Regulations 1970 (SI 1970/488).
- (B) Without limiting the generality of paragraph (A) above, it has not received a Direction.
- (C) No Rental Income payable to any Obligor is subject to a requirement to make a deduction or withholding for or on account of Tax from that Rental Income.

16.8 No filing or stamp Taxes

- (A) Under the laws of its Relevant Jurisdiction, it is not necessary that the Finance Documents to which an Obligor is a party (or any Letter of Credit) be filed, recorded or enrolled with any court or other authority in that Relevant Jurisdiction or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to the Finance Documents, except:
- (i) as a result of or in connection with any assignment, transfer, sub-participation or sub-contract of any Commitment, participations or other rights, benefits, liabilities or obligations by a Finance Party;
 - (ii) registration of particulars of the Security Documents at Companies House under the Companies Act 2006 and payment of associated fees; and/or
 - (iii) registration of the Security Agreements at HM Land Registry or the Land Charges Register in England and Wales and payment of associated fees.
- (B) Any disclosure required to be made by it to any relevant taxing authority in relation to stamp duty land tax and/or land transaction tax payable on any transactions contemplated by or being financed by the Transaction Documents has been made.
- (C) A land transaction return or land transaction tax return (as applicable) was (or, when so filed, will be) duly filed with the appropriate tax authority in respect of the purchase of each of the Properties by an Obligor, and such returns were and remain (or will be) correct and complete.

16.9 Tax

- (A) It is not materially overdue in the filing of any Tax returns and it is not overdue in the payment of any amount of, or in respect of, Tax (unless (i) such payment is being contested in good faith, (ii) it has maintained adequate cash reserves for the payment of such Taxes, and (iii) payment can be lawfully withheld and failure to pay those Taxes does not have or is not reasonably likely to have a Material Adverse Effect).
- (B) It has not, at any time:

- (i) traded or carried on any business other than the acquisition, ownership and management of its interests as (direct or indirect) owner or tenant of its Property; or
 - (ii) been registered (or required to be registered) for VAT, including as part of any group registration.
- (C) It is not aware (having made due and careful enquiry) that any claims or investigations are being, or are reasonably likely to be, made or conducted against it with respect to Taxes such that a liability of, or claim against, it is reasonably likely to arise.
- (D) It is resident for Tax purposes solely in the United Kingdom and is not subject to Tax in any other jurisdiction by virtue of any branch, agency or permanent establishment.
- (E) No Property is subject to an option to tax made by an Obligor or any person who is at the relevant time a “relevant associate” of the Obligor for the purposes of Schedule 10 to the Value Added Tax Act 1994.
- (F) It is not required to pay any stamp duty land tax and/or any land transaction tax as a result of entry into this Agreement, any other Transaction Document, any of the steps contemplated by the Tax Structuring Paper or the utilisation of the Facility.
- (G) It is not, and has not at any time been, party to any arrangement or proposal that was notifiable or notified for the purposes of Part 7 of the Finance Act 2004, Schedule 11A to the Value Added Tax Act 1994 or Schedule 17 to the Finance (No.2) Act 2017.
- (H) It does not have or expect to have any liability to Tax under any Pillar Two Rule.
- (I) No transaction contemplated by the Finance Documents nor any transaction to be carried out in connection with any transaction contemplated by the Finance Documents involves any common reporting standard avoidance arrangement or opaque offshore structure, as defined in the International Tax Enforcement (Disclosable Arrangements) Regulations 2023.

16.10 No Default

- (A) No Event of Default and, as at the date of this Agreement and the Utilisation Date, no Default is continuing or is reasonably likely to result from the making of the Utilisation or the entry into, or the performance of, or any transaction contemplated by, any Transaction Document to which it is a party.
- (B) No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or a termination event (however described) under any other agreement or instrument which is binding on it or to which any of its assets are subject which has or is reasonably likely to have a Material Adverse Effect.

16.11 Information

- (A) All written information (other than any financial projections or forecasts) supplied by it or on its behalf (including by any of the Consortium Lenders or an Affiliate of any of the foregoing) to any Finance Party in connection with the Transaction Documents was true and accurate in all material respects as at the date it was provided or as at any date at which it was stated to be given.
- (B) Any financial projections or forecasts supplied by it or on its behalf (including by any of the Consortium Lenders or an Affiliate of any of the foregoing) to any Finance Party in connection with the Transaction Documents have been prepared as at their date on the basis of recent historical information, were arrived at after due and careful consideration and on the basis of assumptions which were believed by it (in each case, as at the date of the relevant report or document containing the projection or forecast and having made all due and careful enquiry) to be reasonable.
- (C) It has not omitted to supply any information which it is required to supply pursuant to the terms of this Agreement and which, if disclosed, would make the information referred to in paragraph (A) above or the projections or forecasts referred to in paragraph (B) above untrue or misleading in any material respect.
- (D) As at the Utilisation Date, nothing has occurred or arisen since the date of the information referred to in paragraph (A) above or the projections or forecasts referred to in paragraph (B) above, and no information has been withheld, in each case, which, if disclosed, would make that information or those projections or forecasts untrue or misleading in any material respect.

16.12 Financial statements

- (A) The Borrower has not, since the date of its formation, prepared any financial statements.
- (B) Its most recent financial statements (if any) delivered pursuant to Clause 17.1 (*Financial statements*) or, in the case of a Guarantor, Schedule 2 (*Conditions Precedent*):
 - (i) have been prepared in accordance with GAAP, consistently applied, in the same manner as any financial statements previously delivered under Clause 17.1 (*Financial statements*); and
 - (ii) give a true and fair view of (if audited) or fairly present (if unaudited) its financial condition as at the end of the relevant financial period and operations during the relevant financial period.

16.13 Pari passu ranking

Its payment obligations under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

16.14 No proceedings

- (A) No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, if adversely determined, are reasonably likely to have a Material Adverse Effect have, to the best of its knowledge and belief (having made due and careful enquiry), been started or threatened against it.
- (B) No judgment or order of a court, arbitral body or agency which is reasonably likely to have a Material Adverse Effect has, to the best of its knowledge and belief (having made due and careful enquiry), been made against it.

16.15 Valuation

- (A) All written information supplied by it or on its behalf (including by any of the Consortium Lenders or an Affiliate of any of the foregoing) to the Valuer for the purposes of each Valuation was true and accurate in all material respects as at its date or (if appropriate) as at the date (if any) at which it is stated to be given.
- (B) Any financial projections supplied by it or on its behalf (including by any of the Consortium Lenders or an Affiliate of any of the foregoing) to the Valuer for the purposes of each Valuation have been prepared as at their date, on the basis of recent historical information and on the basis of fair and reasonable assumptions.
- (C) It has not omitted to supply any information to the Valuer which, if disclosed, would adversely affect the accuracy of any Valuation in any material respect.
- (D) As at the Utilisation Date, nothing has occurred since the date the information referred to in paragraph (A) above or the projections or forecasts referred to in paragraph (B) above was supplied which, if it had occurred prior to the Initial Valuation, would have adversely affected the accuracy of the Initial Valuation in any material respect.

16.16 Title to Property

- (A) Each Obligor will, on and from the Utilisation Date (subject only, in the case of the Borrower's legal title, to registration of the transfers of each of the Initial Properties (other than the Solihull Property) to the Borrower under the Land Registration Act 2002 and any associated taxes and fees being paid, which registrations and payments shall be effected promptly after the acquisition of each such Property), be the legal and beneficial owner of its Properties (not held in trust for any third party), and will have good and marketable title to its Properties, free from Security (other than, prior to the Utilisation Date, the Existing Security and, on and from the Utilisation Date, that created by or pursuant to the Security Documents) and free from restrictions and onerous covenants or title conditions (other than those set out in the Property Report in relation to a Property or in respect of a Lease Document or in respect of which the relevant Obligor is adequately insured pursuant to a Title Indemnity Policy).
- (B) Except as disclosed in the Property Report relating to a Property or in respect of a Lease Document or in respect of a matter for which the relevant Obligor is adequately insured pursuant to a Title Indemnity Policy:

- (i) no breach of any law, regulation or covenant is outstanding which adversely affects, or might reasonably be expected to adversely affect, the value, saleability or use of that Property;
 - (ii) there is no covenant, agreement, stipulation, reservation, condition, interest, right, easement, servitude, real burden, title condition, inhibition or other matter whatsoever adversely affecting that Property;
 - (iii) nothing has arisen or has been created or is outstanding which would be an overriding interest, or an unregistered interest which overrides first registration or a registered disposition, over or in relation to that Property;
 - (iv) all facilities necessary for the enjoyment and use of that Property (including those necessary for the carrying on of its business at that Property) are enjoyed by that Property;
 - (v) none of the facilities referred to in paragraph (iv) above are enjoyed on terms:
 - (a) entitling any person to terminate or curtail its use of that Property; or
 - (b) which conflict with or restrict its use of that Property;
 - (vi) it has not received any notice of any adverse claim by any person in respect of the ownership of that Property or any interest in it or any other challenge in respect of the ownership of that Property which might reasonably be expected to be determined in favour of that person, nor has any acknowledgement been given to any such person in respect of that Property;
 - (vii) there are no compulsory purchase orders or proposals for the same for the acquisition of that Property; and
 - (viii) that Property is held by the relevant Obligor free from any lease or licence (other than pursuant to the Lease Documents).
- (C) Except to the extent that the absence of any such deed or document is adequately insured pursuant to a Title Indemnity Policy, all deeds and documents necessary to show good and marketable title to the relevant Obligor's interests in the relevant Property will, from the Utilisation Date, be:
- (i) in the possession of the Security Agent; or
 - (ii) held to the order of the Security Agent by a firm of solicitors approved by the Security Agent for that purpose.

16.17 Information for Property Reports

- (A) The factual information supplied by it or on its behalf (including by any of the Consortium Lenders or an Affiliate of any of the foregoing) to the lawyers who prepared any Property Report for the purpose of that Property Report was true, complete and accurate in all

material respects as at the date of the Property Report or (if appropriate) as at the date (if any) at which it is stated to be given.

- (B) The information referred to in paragraph (A) above was at the date it was expressed to be given complete and did not omit any information which, if disclosed, would make that information untrue or misleading in any material respect.
- (C) There is nothing in any Property Report which is materially inconsistent with its (or any of the Consortium Lenders') knowledge (as of the date of the Property Report).
- (D) As at the Utilisation Date, nothing has occurred since the date of any information referred to in paragraph (A) above which, if disclosed, would make that information untrue or misleading in any material respect.

16.18 No other business

In relation to Spire No. 1, the representations in this Clause 16.18 are made only in respect of the period on and from the date of its acquisition by the Borrower:

- (A) No Obligor has traded or carried on any business since the date of its formation, except for the acquisition, ownership and management of its interests in its Properties, the borrowing or guaranteeing (as the case may be) of the Loan (and, in the case of any Guarantor, any other indebtedness which was discharged on or before its accession to this Agreement), the advancing (in the case of the Borrower) of the DSRA Loan and the guaranteeing of the Existing Indebtedness.
- (B) No Obligor is party to any material agreement other than the Transaction Documents and any other agreement expressly allowed under any other term of this Agreement.
- (C) No Obligor has or has had:
 - (i) any employees;
 - (ii) any obligation in respect of any retirement benefit or occupational pension scheme;
 - (iii) any Subsidiaries or any shares or other ownership interest in any person; or
 - (iv) any premises other than its Properties (and, for the avoidance of doubt, a registered office address in which the relevant Obligor has no proprietary interest and no liabilities shall not constitute premises for these purposes).

16.19 Centre of main interests and establishments

- (A) For the purposes of Regulation (EU) 2015/848 of 20 May 2015 on insolvency proceedings (recast) (the “**EU Insolvency Regulation**”) and Regulation (EU) 2015/848 of 20 May 2015 on insolvency proceedings (recast), as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the “**UK Insolvency Regulation**”), its centre of main interests (as that term is used in article

3(1) of the EU Insolvency Regulation and article 3(1) of the UK Insolvency Regulation) is situated in its Original Jurisdiction.

- (B) It does not have an “establishment” (as that term is used in article 2(10) of the EU Insolvency Regulation and article 2(10) of the UK Insolvency Regulation) outside its Original Jurisdiction.

16.20 Ranking of Security

Subject to the Legal Reservations and Perfection Requirements, the Security conferred by each Security Document constitutes a first priority security interest of the type described, over the assets referred to, in that Security Document and those assets are not subject to any prior or *pari passu* Security.

16.21 Ownership

- (A) The Group Structure Chart is true, complete and accurate in all respects.
- (B) The entire issued share capital of the Borrower is legally and beneficially owned and controlled by the Shareholder.
- (C) The entire issued share capital of any Guarantor is legally and beneficially owned by the Borrower.
- (D) The shares in the capital of each Obligor are fully paid and are not subject to any option to purchase or similar rights.
- (E) The constitutional documents of each Obligor do not and could not restrict or inhibit any transfer of shares of that Obligor on creation or enforcement of the security conferred by the Security Documents.
- (F) It is (or will be on and from the Utilisation Date) (subject only, in the case of the Borrower's legal title, to registration of the transfers of each of the Initial Properties (other than the Solihull Property) to the Borrower under the Land Registration Act 2002 and any associated taxes and fees being paid, which registrations and payments shall be effected promptly after the acquisition of each such Property) the sole beneficial and the sole legal owner of the assets over which it purports to grant Transaction Security.

16.22 Security and Financial Indebtedness

- (A) No Security or Quasi-Security exists over all or any of its present or future assets other than as permitted by this Agreement.
- (B) It has not agreed or consented to cause or permit any of its present or future assets (including the Properties) to be subject to any Security or Quasi-Security or to cause or permit in the future (upon the happening of a contingency or otherwise) any of its present or future assets (including the Properties) to be subject to any Security or Quasi-Security, in each case other than:

- (i) the Transaction Security; or
 - (ii) as otherwise permitted under this Agreement.
- (C) It does not have any Financial Indebtedness outstanding other than as expressly permitted by this Agreement (including any Permitted Financial Indebtedness).

16.23 Accounting reference date

Its accounting reference date is 31 December or any such other date as notified by the Borrower to the Lender in accordance with Clause 19.17 (*Accounting reference date*).

16.24 Insolvency

None of the circumstances described in Clause 21.7 (*Insolvency*) applies to it or the Shareholder and no:

- (A) corporate action, legal proceeding or other procedure or step described in paragraph (A) of Clause 21.8 (*Insolvency proceedings*); or
- (B) creditors' process described in Clause 21.9 (*Creditors' process*),

has been taken or threatened in relation to it or the Shareholder.

16.25 Sanctions, anti-money laundering and anti-corruption

- (A) No Relevant Person is a Sanctions Restricted Person, nor has any Relevant Person been notified that its name appears or will in the future appear on a State Sanctions List.
- (B) No part of the proceeds of the Loan constitutes or will constitute funds obtained on behalf of any Sanctions Restricted Person or will otherwise be used by any Relevant Person, directly or indirectly:
 - (i) other than any dealing or transaction where the Sanctions Restricted Person is a patient of any Affiliate of an Obligor (or other end user of the services provided by an Affiliate of an Obligor) and it is not reasonably practicable to have identified such person as a Sanctions Restricted Person, in connection with any investment in, or any transactions or dealings with, any Sanctions Restricted Person;
 - (ii) for any purpose that would cause the Lender to be in violation of any Sanctions;
 - (iii) otherwise in violation of any Sanctions;
 - (iv) in violation of, or cause the Lender to be in violation of, any applicable Anti-Money Laundering Laws; or

- (v) for the purpose of making any improper payments, including bribes, to any Governmental Official or commercial counterparty in order to obtain, retain or direct business or obtain any improper advantage, in each case which would be in violation of, or cause the Lender to be in violation of, any applicable Anti-Corruption Laws.
- (C) No Relevant Person has violated, been found in violation of, or been charged or convicted under, any applicable Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws nor, to the best of its knowledge, is any Relevant Person under investigation by any Governmental Authority for possible violation of any applicable Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws.
- (D) Each Obligor and each of its Affiliates have established procedures and controls designed, and which it reasonably believes are adequate (and otherwise comply with applicable law), to ensure that each Relevant Person is and will continue to be in compliance with all applicable Sanctions, Anti-Money Laundering Laws and Anti-Corruption Laws.

16.26 Title Indemnity Policy

All written information supplied by it or on its behalf (including by any of the Consortium Lenders or an Affiliate of any of the foregoing) to the insurer or any insurance broker for the purposes of the Title Indemnity Policy was given in accordance with the duty of fair presentation required by that policy as at its date or (if appropriate) as at the date (if any) at which it is stated to be given.

16.27 Repetition

The Repeating Representations are deemed to be made by each Obligor by reference to the facts and circumstances then existing on the date of the Utilisation Request, on the Utilisation Date and on each Quarterly Payment Date (except that those contained in paragraph (A) of Clause 16.12 (*Financial statements*) will cease to be so made once financial statements have been delivered under this Agreement).

17. INFORMATION UNDERTAKINGS

The undertakings in this Clause 17 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

17.1 Financial statements

The Borrower shall supply to the Lender, as soon as they are available, but in any event:

- (A) within 180 days after the end of each of the relevant financial years, the audited financial statements (including cash flow statements) of each Obligor and each tenant under any Occupational Lease, in each case, for that financial year (or, if no audited financial statements are produced, the unaudited financial statements of the relevant entity); and

- (B) within 45 days after the end of each of the relevant financial quarters, management accounts (including cash flow statements) produced by, or for, each Obligor or any tenant under any Occupational Lease, in each case, for that quarterly period,

provided that, in respect of any financial statements specified above which relate to (or may be received from) a tenant under an Occupational Lease, the Borrower's obligations shall be subject to an Obligor having the same in its possession or having received the same from that tenant (except where the relevant Obligor and that tenant are within the same corporate group or are otherwise Affiliates). Each Obligor shall (i) exercise and enforce its rights (if any) under each Lease Document to obtain all information, statements and documentation covenanted to be given by the tenant under the Lease Document in a timely manner and in accordance with the terms of the Lease Document and shall forthwith provide the same to the Lender, and (ii) otherwise request any such financial statements in a timely manner.

17.2 Compliance Certificate

- (A) The Borrower shall supply to the Lender, with each set of financial statements delivered pursuant to paragraph (A) of Clause 17.1 (*Financial statements*) and, in any event, within 180 days after the end of each financial year, a Compliance Certificate setting out (in reasonable detail) computations as to compliance with Clause 18.2 (*Loan to Value*) as at the date as at which those financial statements were drawn up.
- (B) The Borrower shall supply to the Lender, with each set of management accounts delivered pursuant to paragraph (B) of Clause 17.1 (*Financial statements*) and, in any event, within 45 days after the end of each relevant financial quarter, a Compliance Certificate setting out (in reasonable detail) computations as to compliance with Clause 18.1 (*Interest cover ratio*) as at the most recent Quarter Date.
- (C) Each Compliance Certificate shall be signed by two directors or one director and one other authorised signatory of the Borrower.

17.3 Requirements as to financial statements

- (A) Each set of financial statements delivered by the Borrower pursuant to Clause 17.1 (*Financial statements*) shall be certified by a duly authorised officer of the relevant entity or, to the extent the relevant certification has been provided by the relevant tenant under an Occupational Lease, that tenant, as applicable, as giving a true and fair view of (if audited) or fairly presenting (if unaudited) its financial condition as at the date as at which those financial statements were drawn up.
- (B) The Borrower shall procure that each set of financial statements delivered pursuant to Clause 17.1 (*Financial statements*) is prepared using GAAP, accounting practices and financial reference periods consistent with those applied in the preparation of any previous financial statements delivered pursuant to Clause 17.1 (*Financial statements*).

17.4 Monitoring of Properties

- (A) On or before the date falling 25 Business Days after the end of each calendar quarter, the Obligors shall supply to the Lender a report (each, a **"Quarterly Property Report"**) containing the following information in relation to that calendar quarter:
- (i) details of:
 - (a) any arrears of rents or service charges under any Lease Document; and
 - (b) any other breaches of covenant under any Lease Document, and any step being taken to recover or remedy them;
 - (ii) details of any insolvency or similar proceedings affecting any occupational tenant of a Property or any guarantor of that occupational tenant;
 - (iii) details of any rent reviews with respect to any Lease Document in progress or agreed;
 - (iv) details of any Lease Document which has expired or been determined or surrendered and any new letting proposed;
 - (v) copies of all material correspondence with insurance brokers handling the insurance of any Property;
 - (vi) details of any actual or proposed capital expenditure with respect to each Property;
 - (vii) details of any actual or required material repairs to each Property;
 - (viii) material correspondence relating to each Property; and
 - (ix) accurate copies of any new material documents relating to each Property,

provided that, in respect of any document or information (including insolvency information) specified above which relates to (or may be received from) a tenant or other occupier of a Property, the Borrower's obligations shall be subject to the Obligors having the same in their possession or having received the same from the tenant or other occupier of a Property (as applicable) (except where the relevant Obligor and the tenant under the Occupational Lease or other occupier are within the same corporate group or are otherwise Affiliates). The Obligors shall exercise and enforce their rights (if any) under each Lease Document to obtain all information, statements and documentation covenanted to be given by the tenant under the Lease Document in a timely manner and in accordance with the terms of the Lease Document and shall promptly following receipt provide the same to the Lender. The Obligors shall otherwise request any such document or information (as applicable) in a timely manner.

- (B) Each Obligor shall promptly notify the Lender:
- (i) of any proposed or likely occupational tenant or other occupier of any part of a Property if different from the tenant as at the date of this Agreement;
 - (ii) of any proposed or likely buyer of any part of a Property (including terms of reference) to the extent it is able to disclose such information without breaching any confidentiality arrangements and provided that the relevant Obligor uses reasonable endeavours to procure such disclosure may be made to the extent it is commercially reasonable to do so;
 - (iii) in the event that any Rental Income is not received when due or in respect of any non-compliance or default by a tenant or other occupier with its obligations under a Lease Document (including any default in payment of any rent); and
 - (iv) of any request for consent received from any tenant or other occupier under a Lease Document.
- (C) Each Obligor shall supply to the Lender:
- (i) a copy of each Lease Document, a copy of each amendment, waiver, consent, supplement or extension in respect of a Lease Document and a copy of each document recording any rent review in respect of a Lease Document promptly upon entering into the same;
 - (ii) if and to the extent not provided under paragraph (B) of Clause 17.1 (*Financial statements*), copies of management cashflows produced by, or for any tenant or other occupier of a Property promptly upon receipt of the same;
 - (iii) if and to the extent not provided under paragraph (B) of Clause 17.1 (*Financial statements*), any financial statements, documents or other information received from the tenant or other occupier of a Property promptly upon receipt of the same;
 - (iv) notification of any company voluntary arrangement or restructuring plan which is proposed in respect of the tenant or other occupier of a Property (and any details known by the Obligor in connection thereto) promptly upon becoming aware thereof (provided for the avoidance of doubt that the relevant Obligor shall not be required to monitor or investigate whether any such arrangement or plan is or has been proposed and it shall only be required to supply to the Lender such details as it receives from any such tenant or other occupier, not any details of any such arrangement or plan which are public information);
 - (v) information regarding any environmental, social and/or governance initiatives in relation to the Properties implemented by the Obligors or the tenant or other occupier under a Lease Document or Occupational Lease and any data in relation to environmental performance of the Properties (in a form agreed between the Borrower and the Lender from time to time); and

- (vi) any other information in relation to a Property reasonably requested by the Lender within such period as is reasonable given the nature of the information requested,

provided that, in respect of any financial statement, document or information specified above which relates to (or may be received from) a tenant or other occupier of a Property, the Obligor's obligations shall (except where the relevant Obligor and the tenant under the Occupational Lease or other occupier are within the same corporate group) be subject to the Obligor having the same in its possession or having received the same from the tenant or other occupier of a Property (as applicable). The Borrower shall exercise and enforce its rights (if any) under each Lease Document to obtain, or shall otherwise request, such financial statements, documents or information (as applicable) in a timely manner.

(D) Each Obligor shall:

- (i) without prejudice to paragraphs (ii) to (v) below, supply to the Lender, for any Property situated in England, details and copies of any material communications with, inspections by, and any rating or feedback received from, the CQC or, for any Property situated in Wales, supply to the Lender details and copies of any material communications with, inspections by, and any requirements or recommendations received from, the HIW, in each case, promptly following receipt;
- (ii) for any Property situated in England, promptly notify the Lender of any notification from the CQC that an "Inadequate" (or equivalent) rating will be forthcoming and, for any Property situated in Wales, promptly notify the Lender of any notification from HIW that it intends to issue (or issues) an improvement notice in respect of the relevant service, or serves a notice of proposal or notice of decision to cancel, suspend or vary the registration of the relevant service (or takes any equivalent enforcement or escalation action indicating that the service is failing or has failed, to meet the applicable National Minimum Standards for Independent Health Care Services in Wales);
- (iii) for any Property situated in England, promptly notify the Lender of an "Inadequate" (or equivalent) rating being issued from the CQC or, for any Property situated in Wales, promptly notify the Lender of any improvement notice issued by HIW in respect of the relevant service, or any notice of proposal or notice of decision to cancel, suspend or vary the registration of the relevant service served by HIW (or any equivalent enforcement or escalation action taken by HIW indicating that the service is failing, or has failed, to meet the applicable National Minimum Standards for Independent Health Care Services in Wales);
- (iv) supply to the Lender, for any Property situated in England, an action plan within three months of receipt of any "Inadequate" (or equivalent) rating being received by it from the CQC or, for any Property situated in Wales, where HIW issues an improvement notice in respect of the relevant service or an HIW inspection report otherwise identifies non-compliance with the applicable

National Minimum Standards for Independent Health Care Services in Wales requiring an improvement plan (or equivalent), promptly supply the Lender with a copy of that improvement plan (or equivalent) and details of how the relevant Obligor (or the tenant of the relevant Property) (1) proposes to address any issues identified in the relevant HIW inspection report and (2) intends to meet any requirements made by HIW within any timeframes stipulated by HIW; and

- (v) supply to the Lender any updates on the Obligor's (or tenant or other occupier of the relevant Property's) progress against any such action plan or improvement plan referred to in paragraph (iv) above upon reasonable request by the Lender including information demonstrating adherence or non-adherence to the steps/actions set out in the action plan.
- (E) Each Obligor shall, promptly following receipt by the Obligor of the same, supply to the Lender any material correspondence received from the landlord under a Headlease which would be reasonably likely to result in the commencement of forfeiture proceedings.
- (F) Each Obligor shall:
 - (i) together with each Quarterly Property Report provided to the Lender pursuant to paragraph (A) above; and
 - (ii) promptly following any change in or renewal of any of the Insurances, supply to the Lender evidence, by way of a report from the relevant Obligor's insurance adviser addressed to the Finance Parties, that the insurance cover in force in respect of each Property complies with the terms of this Agreement and the necessary premia have been paid.
- (G) For the avoidance of doubt, any reference to "occupier" in this Clause 17.4 shall not include any patient or other individual end user of the services provided by any tenant occupying any room within any of the Properties.

17.5 Budget

No later than the first day of each of its financial years (or, if the relevant Occupational Lease provides for a later date for provision of the relevant annual budget, that date), the Borrower shall supply to the Lender an annual budget for the anticipated financial performance of the business conducted at each of the Properties for that financial year.

17.6 Information: miscellaneous

The Borrower shall supply to the Lender:

- (A) at the same time as they are dispatched, copies of all documents dispatched by any Obligor to its shareholders or members generally (or any class of them) or its creditors generally (or any class of them);

- (B) promptly upon becoming aware of them, details of any non-compliance by any Relevant Person with any Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws;
- (C) promptly upon becoming aware of them, the details of any claim, action, suit, proceedings or investigations by any Sanctioning Authority against any Relevant Person with respect to Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws;
- (D) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings or investigations which are current, threatened or pending against an Obligor and which, if adversely determined, are reasonably likely to have a Material Adverse Effect or a material adverse effect on the ability of the Obligor to enforce its rights under any Lease Document;
- (E) promptly upon becoming aware of them, the details of any claim which is current, threatened or pending against any Obligor or any other person and details of any disposal (to the extent it is able to disclose such information prior to the disposal without breaching any confidentiality arrangements and provided that the Obligor uses its reasonable endeavours to procure such disclosure may be made, to the extent it is commercially reasonable to do so), claim or other matter which will require a prepayment under Clause 7.3 (*Mandatory prepayment*);
- (F) promptly upon becoming aware of them, the details of any ratings downgrade or loss of rating by the issuer of a Letter of Credit which results in that Letter of Credit ceasing to satisfy the criteria set out in the definition of "Letter of Credit";
- (G) promptly upon becoming aware of them, the details of any claim which is current, threatened or pending against an Obligor or in respect of any transfer of a Permitted Substitute Property or a Permitted Contributed Property;
- (H) promptly upon becoming aware of them, the details of any order made by the applicable local authority for the compulsory purchase of all or any part of the Property; and
- (I) promptly, such further information regarding the financial condition, business and operations of any Obligor in relation to the Finance Documents and the Properties as any Finance Party (through the Lender) may reasonably request and, in the case of the Security Agent, for so long as an Event of Default is continuing, any Obligor's books, financial statements and records.

17.7 Notification of Default

- (A) Each Obligor shall notify the Lender of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.
- (B) Promptly upon a request by the Lender (acting reasonably), the Borrower shall supply to the Lender a certificate signed by a duly authorised signatory on its behalf certifying that no Default is continuing (or, if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

17.8 Know your customer checks

(A) If:

- (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement; or
- (ii) any change in the status of an Obligor or the composition of the members or shareholders or direct or indirect owners of the Obligor after the date of this Agreement,

obliges the Lender or the Security Agent to comply with “know your customer” or similar identification procedures in circumstances where the necessary information is not already available to it, each Obligor shall promptly upon the request of the Lender or the Security Agent (as applicable) supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Lender or the Security Agent (as applicable) in order for the Lender or the Security Agent (as applicable) to carry out and be satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

- (B) The Obligors’ Agent shall notify the Lender of its intention to request that one of its wholly-owned Subsidiaries becomes a Guarantor pursuant to Clause 23 (*Changes to the Obligors*). If such accession obliges the Lender or the Security Agent to comply with “know your customer” or similar identification procedures in circumstances where the necessary information is not already available to it, the Obligors’ Agent shall promptly upon the request of the Lender or the Security Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Lender or the Security Agent (as applicable) in order for the Lender or the Security Agent (as applicable) to carry out and be satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations in connection with such accession.

17.9 Notification to tenant of Cash Trap Event

Each Obligor (in its capacity as landlord) shall (with a copy to the Lender) notify the relevant tenant in writing pursuant to each Rent Deposit Deed to which it is a party promptly upon:

- (A) the occurrence of a Cash Trap Event; and
- (B) the cessation of a Cash Trap Event,

and the Lender shall be entitled to provide notification to the relevant tenant if the relevant Obligor has failed to do so promptly.

18. FINANCIAL COVENANTS

18.1 Interest cover ratio

The Obligors shall ensure that:

- (A) Historical Interest Cover is, at all times, at least 130 per cent.; and
- (B) Projected Interest Cover is, at all times, at least 130 per cent.

18.2 Loan to Value

The Obligors shall ensure that the Loan to Value does not, at any time, exceed 65 per cent.

18.3 Cure

- (A) If a Financial Covenant Default, a Cash Trap Event or a Curable Major Damage Event occurs or (save for the operation of this Clause 18.3) would occur, the Borrower may (subject to paragraph (E) below) elect to:
 - (i) in the case of a Financial Covenant Default or a Cash Trap Event, procure the provision of Additional Equity in an amount at least equal to the amount necessary to cure that Financial Covenant Default or Cash Trap Event (the **"Equity Cure Amount"**) in accordance with this Clause 18.3 (the **"Equity Cure Right"**) by:
 - (a) notifying the Lender in writing of its intention to provide an Equity Cure Amount; and
 - (b) procuring that the Equity Cure Amount is credited to a Specific Purpose Account; or
 - (ii) in the case of a Financial Covenant Default, a Cash Trap Event or a Curable Major Damage Event, procure the making of a Permitted Substitution or a Permitted Contribution in accordance with the relevant provisions of this Agreement and this Clause 18.3 (the **"Property Cure Right"**),

provided that:

(a) where the Borrower elects to exercise the Equity Cure Right:

- (1) the Borrower shall notify the Lender of its intention to exercise the Equity Cure Right no later than 10 Business Days after the earlier of (x) the Lender giving notice to the Borrower of that Financial Covenant Default or Cash Trap Event; and (y) an Obligor becoming aware of the occurrence or expected occurrence of that Financial Covenant Default or Cash Trap Event;
- (2) the Equity Cure Amount shall be credited to the Specific Purpose Account no later than 25 Business Days after the earlier of (x) the Lender giving notice to the Borrower of that Financial Covenant Default or Cash Trap Event; and (y) an Obligor becoming aware of the occurrence or expected occurrence of that Financial Covenant Default or Cash Trap Event (the **"Equity Cure Deadline"**); and
- (3) upon receipt of any Equity Cure Amount, the Borrower shall be deemed to represent and warrant to each Finance Party that no part of the proceeds of such Equity Cure Amount constitutes or will constitute funds obtained on behalf of any Sanctions Restricted Person or will otherwise be used by any Relevant Person, directly or indirectly:
 - (A) in connection with any investment in, or any transactions or dealings with, any Sanctions Restricted Person;
 - (B) for any purpose that would cause the Lender to be in violation of any Sanctions;
 - (C) otherwise in violation of any Sanctions;
 - (D) in violation of, or cause the Lender to be in violation of, any applicable Anti-Money Laundering Laws; or
 - (E) for the purpose of making any improper payments, including bribes, to any Governmental Official or commercial counterparty in order to obtain, retain or direct business or obtain any improper advantage, in each case which would be in violation of, or cause the Lender to be in violation of, any applicable Anti-Corruption Laws; or

(b) where the Borrower elects to exercise the Property Cure Right:

- (1) the Borrower shall notify the Lender of its intention to do so no later than:
 - (A) in the case of a Financial Covenant Default or a Cash Trap Event, 10 Business Days after the earlier of (x) the Lender

giving notice to the Borrower of that Financial Covenant Default or Cash Trap Event; and (y) an Obligor becoming aware of the occurrence or expected occurrence of that Financial Covenant Default or Cash Trap Event; or

- (B) in the case of a Curable Major Damage Default, 10 Business Days after the occurrence of the relevant destruction or damage;
- (2) in the case of a Financial Covenant Default or a Cash Trap Event, unless the relevant Financial Covenant Default or Cash Trap Event is an LTV Property Cure Event, the Borrower shall (and, in the case of a Financial Covenant Default or Cash Trap Event that is an LTV Property Cure Event or a Curable Major Damage Default, the Borrower may) procure that Additional Equity in an amount at least equal to (in the case of a Financial Covenant Default or a Cash Trap Event) the amount necessary to cure that Financial Covenant Default or Cash Trap Event or (in the case of a Curable Major Damage Default) the Allocated Loan Amount of the Property which has suffered the relevant destruction or damage (in each case, the “**Property Cure Cash Collateral Amount**”) is credited to the Specific Purpose Account no later than:
- (A) in the case of a Financial Covenant Default or a Cash Trap Event, 25 Business Days after the earlier of (x) the Lender giving notice to the Borrower of that Financial Covenant Default or Cash Trap Event; and (y) an Obligor becoming aware of the occurrence or expected occurrence of that Financial Covenant Default or Cash Trap Event; and
 - (B) in the case of a Curable Major Damage Default, 25 Business Days after the delivery by the Borrower of the notice referred to in paragraph (A)(b)(1) above;
- (3) in the case of a Financial Covenant Default or Cash Trap Event that is an LTV Property Cure Event, or a Curable Major Damage Default, no Property Cure Cash Collateral Amount shall be required, provided that:
- (A) following delivery of the notice referred to in paragraph (A)(b)(1) above, the Borrower is diligently pursuing the satisfaction of the requirements applicable to the proposed Permitted Substitution or Permitted Contribution;
 - (B) the notice referred to in paragraph 1.1 of Part A of Schedule 6 (*Substitution of a Property*) or paragraph 1.1 of Part A of Schedule 7 (*Contribution of a Property*), as applicable, is delivered to the Lender no later than:
 - (1) in the case of an LTV Property Cure Event, 25 Business Days after the earlier of (x) the Lender giving

notice to the Borrower of that LTV Property Cure Event; and (y) an Obligor becoming aware of the occurrence or expected occurrence of that LTV Property Cure Event, subject to any extension pursuant to paragraph (A)(b)(3)(C) below; or

(2) in the case of a Curable Major Damage Default, 25 Business Days after the delivery by the Borrower of the notice referred to in paragraph (A)(b)(1) above;

(C) no later than the deadline referred to in paragraph (A)(b)(1) above, the Borrower has submitted to the Lender a written request for approval of the identity and terms of appointment of each proposed valuer, environmental consultant and flood risk consultant and, if:

(x) the Lender does not notify the Borrower of its approval or rejection of any such proposed person and its terms of appointment within 10 Business Days; and

(y) the relevant proposal is subsequently approved by the Lender or was otherwise reasonable,

the 25 Business Day period referred to in paragraph (A)(b)(3)(B) above shall be extended by one Business Day for each additional Business Day beyond that 10 Business Day period which the Lender takes to notify the Borrower of its approval or rejection of that proposal (or, if this applies to more than one such proposal, the last of those proposals to be approved or rejected);

(D) no more than one Proposed Substitution Notice or Proposed Contribution Notice may be delivered in reliance on this paragraph (A)(b)(3) in respect of that LTV Property Cure Event or Curable Major Damage Default;

(E) if the proposed Permitted Substitution or Permitted Contribution is approved by the Lender, it is completed no later than 10 Business Days after that approval; and

(F) the Lender has not determined, acting reasonably, that there is no reasonable prospect of the proposed Permitted Substitution or Permitted Contribution being approved.

(B) Subject to paragraph (E) below, if the Borrower has duly elected to exercise the Equity Cure Right in respect of a Financial Covenant Default or Cash Trap Event and notified the Lender of the same in accordance with paragraph (A)(a) above, the Lender shall not exercise (and shall instruct the Security Agent to refrain from exercising) any right or remedy (including pursuant to Clause 21.18 (*Acceleration*)) which arises solely as a

consequence of such Financial Covenant Default or Cash Trap Event on or prior to the Equity Cure Deadline.

(C) Subject to paragraph (E) below, if the Borrower has duly elected to exercise the Property Cure Right in respect of a Financial Covenant Default, a Cash Trap Event or a Curable Major Damage Default and notified the Lender of the same in accordance with paragraph (A)(b) above, the Lender shall not exercise (and shall instruct the Security Agent to refrain from exercising) any right or remedy (including pursuant to Clause 21.18 (*Acceleration*)) which arises solely as a consequence of such Financial Covenant Default, Cash Trap Event or Curable Major Damage Default on or prior to the earlier of:

- (i) any date on which the proposed Permitted Substitution or Permitted Contribution has been rejected by the Lender; and
- (ii) any date on which any requirement relating to the making of the proposed Permitted Substitution or Permitted Contribution has not been satisfied (including, without limitation, as the result of any failure to deliver any documentation or other evidence),

in accordance with the provisions of this Agreement governing the making of a Permitted Substitution or Permitted Contribution, provided that, in the case of an LTV Property Cure Event or a Curable Major Damage Default where no Property Cure Cash Collateral Amount has been provided, the Lender shall only be required to refrain from exercising (and to instruct the Security Agent to refrain from exercising) a right or remedy for so long as each requirement of paragraph (A)(b)(3) above continues to be satisfied.

For the purposes of this paragraph, the “**Property Cure Failure Date**” means, in relation to a proposed Permitted Substitution or Permitted Contribution relating to a Financial Covenant Default or a Cash Trap Event, the first date before its completion on which (a) that proposed Permitted Substitution or Permitted Contribution is rejected by the Lender (including where the Lender determines, acting reasonably, that there is no reasonable prospect of it being approved); or (b) any requirement applicable to the making or completion of that proposed Permitted Substitution or Permitted Contribution is not satisfied by the time at which it is required to be satisfied or ceases to be satisfied after such time. Following the occurrence of a Property Cure Failure Date, the Borrower may, subject to paragraph (E) below and notwithstanding paragraph (A)(a) above, exercise the Equity Cure Right by (i) notifying the Lender of its intention to do so no later than 10 Business Days after the Property Cure Failure Date; and (ii) procuring that the Equity Cure Amount is credited to the Specific Purpose Account (or designating any Property Cure Cash Collateral Amount then standing to the credit of that account as the Equity Cure Amount) no later than 20 Business Days after the Property Cure Failure Date (the “**Alternative Equity Cure Deadline**”). Paragraph (A)(a)(3) above shall apply accordingly and paragraph (B) above shall apply to such exercise of the Equity Cure Right as if each reference in that paragraph to the Equity Cure Deadline were a reference to the Alternative Equity Cure Deadline. Subject to paragraph (E) below, the Lender shall not exercise (and shall instruct the Security Agent to refrain from exercising) any right or remedy (including pursuant to Clause 21.18 (*Acceleration*))

which arises solely as a consequence of the relevant Financial Covenant Default or Cash Trap Event during the period from (and including) the Property Cure Failure Date to (and including) the Alternative Equity Cure Deadline, provided that, if the Borrower does not give the notice referred to in paragraph (i) above by the deadline specified in that paragraph, that standstill shall cease on expiry of that deadline.

(D) Upon any Equity Cure Amount being credited into a Specific Purpose Account in accordance with paragraph (A)(a) above (or, following a Property Cure Failure Date, in accordance with paragraph (C) above), or any Permitted Substitution or Permitted Contribution being effected in accordance with paragraph (A)(b) above:

(i) in the case of a Financial Covenant Default or a Cash Trap Event, for the purposes of determining compliance with, as applicable, the financial covenants in this Clause 18 or the thresholds specified in the definition of Cash Trap Event (and for no other purpose):

(a) the Historical Interest Cover and the Projected Interest Cover shall be recalculated (and, for the following three testing dates, shall be calculated):

(1) in the case of an Equity Cure Amount, as if the Loan were reduced by the Equity Cure Amount; and

(2) in the case of Permitted Substitution or Permitted Contribution, as if the Permitted Substitution or Permitted Contribution (as the case may be) had been made,

at the beginning of the Calculation Period (as defined in the respective definitions of "Historical Interest Cover" and "Projected Interest Cover") in respect of which such breach occurred or (without the procuring of Additional Equity) would occur; and

(b) the Loan to Value shall be recalculated:

(1) in the case of an Equity Cure Amount, as if the Loan were reduced by the Equity Cure Amount; and

(2) in the case of Permitted Substitution or Permitted Contribution, as if the Permitted Substitution or Permitted Contribution (as the case may be) had been made,

on the date of calculation; and

(ii) in the case of a Curable Major Damage Default, for the purposes of determining whether an Event of Default has occurred under Clause 21.15 (*Major damage*) (and for no other purpose), the assessment of whether the relevant destruction or damage has or will have a Material Adverse Effect shall be redetermined in light of the completion of the Permitted Substitution or Permitted Contribution.

- (E) The Equity Cure Right, the Property Cure Right and/or the making of a prepayment in accordance with Clause 15.8(G) (*Miscellaneous Accounts provisions*) to cure a Financial Covenant Default or Cash Trap Event shall not be exercisable:
- (i) on more than two consecutive testing dates;
 - (ii) more than five times in aggregate in any five-year period; or
 - (iii) more than ten times in aggregate during the period from the date of this Agreement until the Termination Date.
- (F) If, in the case of a Financial Covenant Default or Cash Trap Event, after the financial covenants in this Clause 18 or the thresholds specified in the definition of Cash Trap Event (as applicable) are recalculated pursuant to paragraph (D) above, the relevant Financial Covenant Default or Cash Trap Event (as applicable) has been cured or prevented (as applicable):
- (i) that Financial Covenant Default or Cash Trap Event (as applicable) shall be deemed to have been remedied;
 - (ii) in the case of any such Cash Trap Event or Financial Covenant Default which has been cured or prevented, any Trapped Cash (other than the Equity Cure Amount itself the injection of which has cured or prevented that Financial Covenant Default and any previous Equity Cure Amount in respect of which the 12-month period specified in paragraph (F)(iv) of Clause 15.8 (*Miscellaneous Accounts provisions*) has not elapsed) shall, provided no Default has occurred and is continuing at that time (or would result from such payment or withdrawal), promptly following the cure or prevention (as applicable) of that Cash Trap Event or Financial Covenant Default, be paid into the other Accounts or withdrawn from the relevant Account (as applicable, and in accordance with Clause 15.6 (*Specific Purpose Account*) or Clause 15.7 (*Rent Deposit Account*), as applicable); and
 - (iii) following completion of a Permitted Substitution or Permitted Contribution which cures or prevents the relevant Financial Covenant Default or Cash Trap Event, any Property Cure Cash Collateral Amount standing to the credit of the Specific Purpose Account shall, subject to paragraphs (F)(i) to (iii) of Clause 15.8 (*Miscellaneous Accounts provisions*), promptly be transferred to the General Account.
- (G) In the case of a Curable Major Damage Default:
- (i) the Lender may reject the proposed Permitted Substitution in accordance with Schedule 6 (*Substitution of a Property*) or the proposed Permitted Contribution in accordance with Schedule 7 (*Contribution of a Property*) if it reasonably determines that the proposed Permitted Substitution or the proposed Permitted Contribution would not, upon being completed, remedy the relevant Material

Adverse Effect under paragraph (a) of the definition of “Material Adverse Effect” which arises from the relevant destruction or damage; and

- (ii) if the Lender approves the proposed Permitted Substitution in accordance with Schedule 6 (*Substitution of a Property*) or the proposed Permitted Contribution in accordance with Schedule 7 (*Contribution of a Property*), upon the completion of the Permitted Substitution or Permitted Contribution, that Curable Major Damage Default shall be deemed to have been remedied.
- (H) Pursuant to the Intercreditor Agreement, one or more OpCo Lenders (as defined in the Intercreditor Agreement) may also elect to exercise the Equity Cure Right in accordance with this Clause 18.3. For the avoidance of doubt, any such exercise of the Equity Cure Right shall be subject to the provisions of this Clause 18.3 and count towards the limits in paragraph (E) above.

18.4 Expert determination

If Historical Interest Cover, Projected Interest Cover and/or EBITDAR is (in accordance with the definition of each sum term) to be calculated in accordance with this Clause 18.4, the Lender shall be entitled to select an Accounting Expert (provided that, if the Lender wishes to select an Accounting Expert falling within paragraph (b) of that definition, such selection must be approved by the Borrower (such consent not to be unreasonably withheld or delayed)). The Lender and the Borrower shall (and the Lender will procure that the Accounting Expert shall) consult in good faith to agree the Historical Interest Cover, Projected Interest Cover and/or EBITDAR as calculated by the Accounting Expert, and the Accounting Expert shall calculate EBITDAR (including for the purposes of calculating the Historical Interest Cover and/or Projected Interest Cover) in a manner consistent with the definition of that term. If, following consultation, the Lender and the Borrower do not reach an agreement on the Historical Interest Cover, Projected Interest Cover and/or EBITDAR, then the decision of the Accounting Expert shall apply.

19. GENERAL UNDERTAKINGS

The undertakings in this Clause 19 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or the Commitment is in force.

19.1 Authorisations

Each Obligor shall promptly obtain, comply with and do all that is necessary to maintain in full force and effect any Authorisation required under any law or regulation of a Relevant Jurisdiction to:

- (A) enable it to perform its obligations under the Transaction Documents and to ensure, subject to the Legal Reservations and the Perfection Requirements, the legality, validity, enforceability or admissibility in evidence of any Transaction Document; or
- (B) own its assets and carry on its business as it is being conducted where failure to do so has or is reasonably likely to have a Material Adverse Effect.

19.2 Compliance with laws

Each Obligor shall comply in all respects with all applicable laws and regulations to which it may be subject, if failure so to comply has or is reasonably likely to have a Material Adverse Effect.

19.3 Negative pledge

- (A) No Obligor shall create or permit to subsist any Security over any of its assets.
- (B) No Obligor shall:
 - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or reacquired by it;
 - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - (iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
 - (iv) enter into any other preferential arrangement having a similar effect,

in circumstances where the relevant assets are subject, or expressed to be subject, to the Transaction Security and the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.
- (C) Paragraphs (A) and (B) above do not apply to any Security or (as the case may be) Quasi-Security listed below:
 - (i) the Transaction Security;
 - (ii) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any Obligor; or
 - (iii) any Security that is released on or prior to the Utilisation Date.

19.4 Disposals

- (A) No Obligor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any asset.
- (B) Paragraph (A) above does not apply to:
 - (i) any disposal which is permitted under Clause 20.3 (*Lease Documents*);
 - (ii) any disposal of a Property in a Permitted Substitution or a Permitted Disposal;

- (iii) the merger of a Headlease vested in the Borrower into the freehold acquired by it pursuant to and on completion of a Permitted Transaction;
- (iv) any disposal of cash by way of a payment out of an Account which is permitted or required to be made in accordance with the terms of this Agreement; or
- (v) any disposal of a Property where:
 - (a) the Allocated Loan Amount of that Property has been reduced to zero as calculated pursuant to the definition of Allocated Loan Amount; and
 - (b) in addition, an amount of the Loan equal to no less than 20 per cent. of the Original Allocated Loan Amount in respect of that Property has been prepaid provided that such amount may not be taken into account for the purposes of this paragraph (b) in respect of more than one Property, such that no less than 120 per cent. of the Original Allocated Loan Amount in respect of that Property has been prepaid prior to the disposal of that Property (where “**Original Allocated Loan Amount**” means the Allocated Loan Amount prior to the application of limb (i) and (ii) of that definition),

provided that such Disposal Proceeds have been obtained by an Obligor in accordance with the terms of this Agreement (and, for the avoidance of doubt, this paragraph (v) does not confer any right on the Borrower to dispose of a Property other than where the Allocated Loan Amount of that Property has been reduced to zero as permitted by this Agreement).

(C) A disposal by an Obligor of a Property is a “**Permitted Disposal**” if:

- (i) the Lender has given its consent (not to be unreasonably withheld or delayed) to that disposal, provided that it shall, without limitation, be deemed reasonable for the Lender to withhold consent if:
 - (a) any of the financial ratios in the financial covenants set out in Clause 18 (*Financial Covenants*) are, when tested on a pro forma basis for such disposal, worse than when tested on the Utilisation Date; or
 - (b) the Initial Market Value of the relevant Property (when aggregated with the Initial Market Value of any other Properties disposed of in a Permitted Disposal) accounts for more than 10 per cent. of the aggregate Initial Market Value of all the Properties;
- (ii) the relevant rating agency has confirmed that the disposal would not result in the then long-term credit rating in respect of the Lender’s financing arrangements being reduced below the then-current long-term credit rating in respect of such financing arrangements;
- (iii) such disposal is made to a bona fide third party purchaser on arm’s length terms;

- (iv) no Default has occurred and is continuing or would result from that disposal;
 - (v) no Cash Trap Event has occurred and is continuing or would result from that disposal; and
 - (vi) the Disposal Proceeds arising from such disposal are at least equal to the greater of:
 - (a) the Initial Market Value of the applicable Property;
 - (b) the Market Value of the applicable Property determined in the most recent Valuation; and
 - (c) 120 per cent. of the aggregate of the Allocated Loan Amount in respect of the applicable Property and the amount of scheduled but unpaid interest payments in respect of such amount.
- (D) The Disposal Proceeds of any disposal, other than:
- (i) a disposal of a Property in a Permitted Substitution permitted pursuant to paragraph (B)(ii) above, to the extent that the proceeds from such disposal are, at the time of such disposal, used to pay the purchase price of any Permitted Substitute Property;
 - (ii) a disposal of a Property in a Permitted Disposal permitted pursuant to paragraph (B)(ii) above, where the relevant Disposal Proceeds, when aggregated with the Disposal Proceeds in respect of any other Permitted Disposal, do not exceed 10 per cent. of the Initial Market Value of the Properties and such Disposal Proceeds are paid into the Specific Purpose Account; or
 - (iii) a disposal permitted pursuant to paragraph (B)(iv) or (B)(v) above,
- shall, unless the Lender agrees otherwise, be paid into the Proceeds Account, pending application in accordance with Clause 7.3 (*Mandatory prepayment*).
- (E) Any Disposal Proceeds paid into the Specific Purpose Account in accordance with paragraph (D)(ii) above shall, unless a Default occurs and the Lender requires such proceeds to be transferred to the Proceeds Account for application in accordance with Clause 7.3 (*Mandatory prepayment*), be retained in the Specific Purpose Account until:
- (i) the Termination Date;
 - (ii) such date, falling at least 12 months after receipt of such proceeds, on which:
 - (a) the financial ratios in the financial covenants set out in Clause 18 (*Financial Covenants*) are, when tested on a pro forma basis for such disposal, no worse than when tested on the Utilisation Date;

(b) there have been no Cash Trap Events or Financial Covenant Defaults in the 24 months preceding such date; and

(c) no Default or Cash Trap Event is continuing,

and on which the Borrower elects to transfer such proceeds to the General Account; or

(iii) such other date as the Borrower elects to apply such proceeds in prepayment of the Loan in accordance with Clause 7.5 (*Voluntary prepayment*).

19.5 Financial Indebtedness

(A) No Obligor shall incur or permit to be outstanding any Financial Indebtedness.

(B) Paragraph (A) above does not apply to any Permitted Financial Indebtedness.

(C) The Borrower shall ensure that all amounts borrowed by an Obligor in accordance with the Tax Structuring Paper on or prior to the Utilisation Date (other than the Loan) shall be discharged in accordance with the Tax Structuring Paper no later than the Utilisation Date.

19.6 Lending and guarantees

(A) No Obligor shall be the creditor in respect of any loan or any form of credit to any person other than:

(i) in the case of the Borrower, any loan which is, or would constitute, a Permitted Payment;

(ii) on or prior to the Utilisation Date, under the Existing Facility Agreement;

(iii) in the case of the Borrower, the DSRA Loan; and

(iv) a loan to another Obligor constituting Permitted Financial Indebtedness.

(B) No Obligor shall give or allow to be outstanding any guarantee or indemnity to or for the benefit of any person in respect of any obligation of any other person or enter into any document under which that Obligor assumes any liability of any other person other than any guarantee or indemnity given under the Finance Documents.

(C) The Borrower shall ensure that all amounts advanced by an Obligor in accordance with the Tax Structuring Paper on or prior to the Utilisation Date (other than, if applicable, the DSRA Loan) shall be discharged in accordance with the Tax Structuring Paper no later than the Utilisation Date.

19.7 Merger

- (A) No Obligor shall enter into any amalgamation, demerger, merger or corporate reconstruction.
- (B) Paragraph (A) above does not apply to any disposal permitted pursuant to Clause 19.4 (*Disposals*).

19.8 Limited purpose and separateness

- (A) No Obligor shall trade or carry on any business other than the acquisition, ownership and management of its interests in the Properties (as applicable), the borrowing or guaranteeing (as applicable) of the Loan and any loan under the Existing Facility Agreement and (in the case of the Borrower) the advancing of the DSRA Loan or (in the case of any Obligor) the making of any loan to an Obligor which constitutes Permitted Financial Indebtedness.
- (B) No Obligor shall have any Subsidiary other than, in the case of the Borrower, any Guarantor.
- (C) Each Obligor shall at all times, in each case, other than as expressly permitted under any Finance Document:
 - (i) keep separate books, financial statements, accounts and records from any other entity;
 - (ii) not commingle any of its assets with any other entity;
 - (iii) conduct its own business in its own name;
 - (iv) observe all material corporate and other formalities required by its constitutional or organisational documents;
 - (v) pay its own liabilities out of its own funds and not out of the funds of any other entity;
 - (vi) maintain adequate capital in light of its contemplated business operations;
 - (vii) have no employees;
 - (viii) have no obligation in respect of any retirement benefit or occupational pension scheme; and
 - (ix) have no premises other than the Properties (and, for the avoidance of doubt, a registered office address in which the relevant Obligor has no proprietary interest and in relation to which the relevant Obligor has no liabilities shall not constitute premises for these purposes).

- (D) Each Obligor's management of its interests in a Property as referred to in paragraph (A) above shall include (without limitation):
- (i) the Obligor reviewing and considering the financial statements of, and any other document provided by, the tenant under the Occupational Lease or other occupier of a Property (and, in the case of such other documents, where the Obligor considers, in its sole discretion, it to be appropriate, making recommendations in respect thereof to the tenant or other occupier, discussing those recommendations with the tenant or other occupier and working with the tenant or other occupier to agree whether those recommendations should be adopted), prior to their provision to the Lender under the relevant provisions of the Transaction Documents;
 - (ii) to the extent any functions or obligations under the Transaction Documents are delegated to the tenant under the Occupational Lease or other occupier of a Property, or a third party, monitoring and reviewing, on a regular basis, the performance of all delegated functions in order to, among other things, consider whether (in the Obligor's sole discretion) the delegation of such functions to such delegate remains appropriate; and
 - (iii) without prejudice to any provision of any Transaction Document, where the tenant under the Occupational Lease is responsible for any repairs or other works under the Transaction Documents:
 - (a) considering any proposals by such tenant for such repairs or other works (prior to the Lender);
 - (b) making such recommendations in respect of those proposed works to the tenant as the Obligor in its sole discretion sees fit, discussing those recommendations with the tenant and working with the tenant to agree whether those recommendations should be adopted, with a view to providing the Lender (in accordance with the Transaction Documents) with proposals in respect of those works agreed between the tenant and the Obligor; and
 - (c) to the extent the Obligor (in its sole discretion) considers appropriate, monitoring such works and providing its views and recommendations in respect thereof to the Lender.

19.9 Acquisitions

No Obligor shall make any acquisition or investment other than as permitted under this Agreement, including the Acquisition, a Permitted Substitution, a Permitted Contribution or a Permitted Transaction.

19.10 Other agreements

No Obligor shall enter into any material agreement other than:

- (A) the Transaction Documents;
- (B) any agreement required to be entered into pursuant to any Lease Document; and
- (C) any other agreement expressly permitted or contemplated under any other term of this Agreement, including in connection with a Permitted Substitution, a Permitted Contribution or a Permitted Transaction.

19.11 Shares, dividends and share redemption

- (A) No Obligor shall issue any further shares or amend any rights attaching to its issued shares other than:
 - (i) in the case of the Borrower, in connection with a Permitted Share Issue; and
 - (ii) in the case of a Guarantor, in connection with the issue of fully paid-up ordinary shares by that Guarantor to the Borrower, on the same terms as the shares issued by it on or prior to the date it became a Guarantor and provided that such shares are subject to Transaction Security on substantially the same terms as the Transaction Security over the existing shares.
- (B) Except as permitted under paragraph (C) below, no Obligor shall:
 - (i) declare, make or pay any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind) on or in respect of its share capital (or any class of its share capital);
 - (ii) repay or distribute any dividend or share premium reserve;
 - (iii) pay any management, advisory or other fee to or to the order of any of its direct or indirect owners or any of their Affiliates or Related Funds; or
 - (iv) redeem, repurchase, defease, retire or repay any of its share capital or resolve to do so.
- (C) Paragraph (B) above does not apply to:
 - (i) a Permitted Payment; or
 - (ii) any dividend or other distribution (or interest on any unpaid dividend or other distribution) in cash paid on or after the Utilisation Date by a Guarantor to the Borrower.

19.12 Arm's length basis

- (A) No Obligor shall transact any business other than on an arm's length basis or a basis which is more favourable than on arm's length to the Obligor (save as expressly required by the Transaction Documents).

- (B) Paragraph (A) above shall not apply:
- (i) to any fees, costs or expenses payable under the Finance Documents in the amounts set out in the Finance Documents;
 - (ii) to the disposal of any Substituted Property or acquisition of a Substitute Property following the completion of the Permitted Substitution of such Substituted Property in accordance with the terms of this Agreement; or
 - (iii) to the acquisition of any Permitted Contributed Property in accordance with the terms of this Agreement.

19.13 VAT

- (A) Neither an Obligor nor any person who is at the relevant time a “relevant associate” of the Obligor for the purposes of Schedule 10 to the Value Added Tax Act 1994, shall exercise an option to tax over any Property.
- (B) No Obligor shall make a supply of any Property, or of any right or interest therein, that is a taxable supply for VAT purposes.
- (C) No Obligor shall be:
- (i) a member of a VAT group; or
 - (ii) registered or required to be registered for VAT purposes in any jurisdiction.

19.14 Taxes

- (A) Each Obligor shall pay and discharge all Taxes due and payable by it prior to the accrual of any material fine or penalty for late payment save to the extent that:
- (i) such payment is being contested in good faith;
 - (ii) adequate cash reserves are being maintained for those Taxes and a reasonable estimate of the costs required to contest them; and
 - (iii) such payment can be lawfully withheld and failure to pay those Taxes does not have or is not reasonably likely to have a Material Adverse Effect.
- (B) Each Obligor shall maintain its residence for tax purposes solely in the United Kingdom and shall not have any branch, agency, place of business or permanent establishment outside the United Kingdom.
- (C) In the event that an Obligor makes an election under section 433 of the Taxation (International and Other Provisions) Act 2010, it shall notify the Lender and provide a copy of such election within 10 Business Days.

- (D) To the extent it is able to do so and is permitted by law, the Borrower shall not accept any disallowance pursuant to Part 10 of the Taxation (International and Other Provisions) Act 2010 to be allocated to it in excess of the disallowance that would have been allocated to it if it had been a non-consenting company for the purposes of Part 10.
- (E) No Obligor shall be or become party to any arrangement or proposal that is notified under or notifiable for the purposes of Part 7 of the Finance Act 2004, Schedule 11A to the Value Added Tax Act 1994 or Schedule 17 to the Finance (No.2) Act 2017.

19.15 Amendments

Unless expressly permitted by the terms of a Finance Document, no Obligor shall amend, vary, novate, supplement, supersede, waive or terminate (or permit the amendment, variation, novation, supplementing, superseding, waiving or termination of) a Transaction Document without the prior written consent of the Lender.

19.16 People with significant control regime

Each Obligor shall:

- (A) within the relevant timeframe, comply with any notice it receives pursuant to part 21A of the Companies Act 2006; and
- (B) promptly provide the Security Agent with a copy of that notice.

19.17 Accounting reference date

- (A) The Obligors shall have the same accounting reference date and shall not change their accounting reference date on more than two occasions prior to the Termination Date and not more frequently than once in any five-year period.
- (B) Promptly following any change to the Obligors' accounting reference date, the Borrower shall notify the Lender of the new accounting reference date.

19.18 Ownership

- (A) The Shareholder shall at all times maintain its status as sole legal and beneficial owner of the shares in the Borrower. The Borrower shall at all times maintain its status as sole legal and beneficial owner of the shares in each Guarantor.
- (B) Unless expressly permitted by the terms of a Finance Document (including Clause 19.4 (*Disposals*)), each Obligor shall at all times maintain its status as sole legal and beneficial owner of its Properties.

19.19 Sanctions, anti-money laundering and anti-corruption

- (A) No Obligor shall, and each Obligor shall procure that each Relevant Person shall not:

- (i) become (including by virtue of being owned or controlled by a Sanctions Restricted Person), own or control a Sanctions Restricted Person;
 - (ii) directly or indirectly have any investment in or engage in any dealing or transaction (including any investment, dealing or transaction involving the proceeds of the Loan):
 - (a) other than any dealing or transaction where the Sanctions Restricted Person is a patient of any Affiliate of an Obligor (or other end user of the services provided by an Affiliate of an Obligor) and it is not reasonably practicable to have identified such person as a Sanctions Restricted Person, with or for the benefit of any Sanctions Restricted Person;
 - (b) with any other person if such investment, dealing or transaction could reasonably be expected to be in violation of or not in compliance with any Sanctions or could result in the imposition of Sanctions on any party; or
 - (c) for any purpose which would breach Sanctions; or
 - (iii) engage in any investment, dealing or transaction if such investment, dealing or transaction (including any investment, dealing or transaction involving the proceeds of the Loan) would be in violation of or not in compliance with any Anti-Money Laundering Laws or Anti-Corruption Laws.
- (B) Each Obligor shall, and shall procure that each Relevant Person shall:
- (i) comply with all Sanctions requirements applicable to it;
 - (ii) conduct its business in compliance with any applicable Anti-Money Laundering Laws and Anti-Corruption Laws; and
 - (iii) maintain policies and procedures which it reasonably believes are adequate (and otherwise comply with applicable law) to ensure that it is and will continue to be in compliance with all applicable Sanctions, Anti-Money Laundering Laws and Anti-Corruption Laws.

19.20 Further assurance

- (A) Each Obligor shall, at its own cost, promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent or any Receiver or Delegate may reasonably specify (and in such form as the Security Agent, Receiver or Delegate may reasonably require in favour of the Security Agent, Receiver or Delegate (as applicable) or its nominee(s)):
 - (i) to perfect the Security created or intended to be created under or evidenced by any Security Document (which may include the execution of a mortgage, charge, assignment or other form of Security over all or any of the assets which

are, or are intended to be, the subject of the Transaction Security) or for the exercise of any rights, powers and remedies of the Security Agent or the Secured Parties provided by or pursuant to the Finance Documents or by law;

- (ii) to confer on the Security Agent or confer on the Secured Parties Security over any property and assets of an Obligor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Finance Documents; and/or
- (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security.

- (B) Each Obligor shall take all such action as is available to it (including making all filings and registrations) as may be necessary or desirable for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Finance Documents.

20. PROPERTY UNDERTAKINGS

20.1 Title

- (A) Each Obligor shall exercise its rights and comply in all material respects (save to the extent that failure to do so is covered by the Title Indemnity Policy) with any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting a Property.
- (B) No Obligor shall agree to any amendment, supplement, waiver, surrender, renunciation or release of, or the grant of any consent in respect of, any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting a Property, provided that the Borrower may agree to any amendment, waiver or release which is not material to the value or use of the relevant Property without Lender consent.
- (C) Each Obligor shall promptly take all such steps as may be necessary or desirable to enable the Security created by the Security Documents to be registered at HM Land Registry.

20.2 Use

Each Obligor shall:

- (A) ensure that the Properties are not used otherwise than for the Permitted Use; and
- (B) not agree to any change of use under any Lease Document,

in each case, without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed), provided that the proposed alternative use cannot be an Excluded Use and the Lender may refuse consent (without limitation to other reasons) where the proposed alternative use would reduce the value of the Property valued as at the date of the application for the alternative use on the assumption (if not the case in fact) that the business

of owning, managing, operating and running a private hospital and/or private medical care and treatment centre is at the time of valuation operational at the Property in accordance with the requirements of this Agreement and disregarding any adverse impact on value resulting from any breach of this Agreement or the Occupational Lease.

20.3 Lease Documents

- (A) No Obligor shall, without the prior written consent of the Lender:
- (i) enter into any Agreement for Lease;
 - (ii) grant or agree to grant any new Occupational Lease;
 - (iii) agree to any amendment, supplement, extension, waiver, surrender, renunciation or release, or the grant of any consent, in respect of any Lease Document (including any reduction, commutation, re-allocation or deferral of Rental Income or other sums payable);
 - (iv) exercise any right to call for the assignment of, call for the surrender or renunciation of, break, determine or extend any Lease Document;
 - (v) commence any forfeiture proceedings in respect of any Lease Document;
 - (vi) grant any licence or right to use or occupy any part of a Property, provided always that no such consent shall be required for either the granting of licences allowing patients to occupy rooms within any of the Properties as licensees in the ordinary course of use of the premises nor sharing occupation of any of the premises with any consultants, contractors or concessions;
 - (vii) consent to any sublease or assignment of any tenant's interest under any Lease Document;
 - (viii) (except where required to do so under the terms of the relevant Lease Document) agree to any rent review in respect of any Lease Document;
 - (ix) serve any notice on any former tenant under any Lease Document (or on any guarantor of that former tenant) which would entitle it to a new lease or tenancy;
 - (x) agree to any amendment, supplement, waiver, surrender or release of a Headlease;
 - (xi) exercise any right to break, determine or extend a Headlease;
 - (xii) agree to any rent review in respect of a Headlease; or
 - (xiii) do or allow to be done any act as a result of which a Headlease may become liable to forfeiture or otherwise be terminated.

- (B) Each Obligor shall:
- (i) diligently collect or procure to be collected all Rental Income, including by issuing invoices in respect of any rent or licence fee and demanding arrears of rent from any tenant;
 - (ii) exercise its rights and comply with its obligations under each Lease Document (in each case, where such right and obligation relates to estate management, in the interests of good estate management);
 - (iii) (without limitation to paragraph (ii) above) ensure (so far as it is able and acting in the interests of good estate management), including by issuing notices to commence cure periods under the Lease Document, as applicable, that each tenant complies with its obligations under each Lease Document;
 - (iv) exercise its rights and comply with its obligations under the Headleases;
 - (v) use its reasonable endeavours to ensure that each landlord complies with its obligations under the Headleases; and
 - (vi) if so required by the Lender, apply for relief against forfeiture of a Headlease,
- in a proper and timely manner.
- (C) If at any time the whole or any part of any Property is not subject to a Lease Document, the relevant Obligor shall use reasonable endeavours to market and let or re-let the same in accordance with the requirements of this Clause 20.3 with a view to achieving such letting or re-letting as expeditiously as reasonably practicable in accordance with the principles of good estate management and sound investment practice.
- (D) Any Lease Proceeds received by an Obligor shall, unless the Lender agrees otherwise, be paid into the Proceeds Account, pending application in accordance with Clause 7.3 (*Mandatory prepayment*).

20.4 Maintenance

- (A) Each Obligor shall ensure (including by exercising its rights (to the extent available to it) under each Lease Document) that all buildings, plant, machinery, fixtures and fittings on its Property are kept in, and maintained in:
- (i) good and substantial repair and condition, well maintained and decorated (having regard to their current age, condition and use) and from time to time when necessary (for the purpose of repair) are rebuilt, reinstated or replaced and all plant, machinery, apparatus, equipment or fixtures forming part of the Property is and is kept properly maintained and in good working order; and
 - (ii) without limiting the generality of paragraph (i) above, the state of repair and condition and, as appropriate, good working order as required in accordance

with good industry practice, any requirements of the insurers of its Property and to allow it to be let in accordance with all applicable laws and regulations.

- (B) Insofar as it is in an Obligor's power, each Obligor shall carry out or procure any energy efficiency improvements that are necessary, or take any other steps necessary (including claiming or procuring the claiming of relevant exemptions), to ensure that at all times it complies with any applicable laws or regulations in respect of minimum levels of energy efficiency for its Property.

20.5 Development

- (A) No Obligor shall carry out, or allow to be carried out, any demolition, construction, alterations or additions, development or other similar operations in respect of any part of its Property (collectively, "**works**") which (a) are structural (other than minor structural works which do not require planning permission or listing building consent) or (b) require planning permission or listed building consent, in each case, without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed where the relevant Obligor cannot unreasonably withhold or delay consent to any such works in accordance with the terms of any Lease Document), provided that the carrying out of works which are permitted to be carried out under an Occupational Lease without the Obligor's consent (as landlord) and which are carried out in accordance with that Occupational Lease shall not be a breach of this paragraph (A).
- (B) No Obligor shall carry out, or allow to be carried out, any works that will adversely affect an existing Energy Performance Certificate of its Property without the prior written consent of the Lender save where such alterations or additions would be carried out by a prudent hospital operator in the furtherance or improvement of patient care in accordance with the Permitted Use.
- (C) Each Obligor shall:
 - (i) procure that all works carried out are carried out and completed in a good and workmanlike manner and otherwise in accordance with the requirements of the relevant Occupational Lease in relation to works; and
 - (ii) in the case of any works undertaken in circumstances not requiring the Lender's consent, supply to the Lender drawings and specifications detailing such works as soon as reasonably possible after completion thereof.
- (D) Each Obligor shall comply or procure compliance in all material respects with all planning laws, permissions, agreements and conditions to which its Property may be subject.

20.6 Notices

Each Obligor shall, within a reasonable period (and not more than 15 Business Days) after the receipt by it of any material application, requirement, order or notice served or given by any public or local or any other authority or any landlord with respect to its Property (or any part of it):

- (A) deliver a copy to the Lender and the Security Agent; and
- (B) inform the Lender and the Security Agent of the steps taken or proposed to be taken to comply with, or respond to, the relevant application, requirement, order or notice.

20.7 Investigation of title

Each Obligor shall (at the cost of the Lender, unless an Event of Default has occurred and is continuing, in which case at the cost of the Obligors) grant the Lender or the Security Agent or their respective lawyers, upon reasonable request, all facilities within the power of the Obligor to enable the Lender or the Security Agent or their respective lawyers to:

- (A) carry out investigations of title to its Properties (including, without limitation, to the extent within the power of the Obligor to do so and subject to the terms of the Lease Documents, to permit access to its Property for such purpose); and
- (B) make such enquiries in relation to any part of its Property as a prudent mortgagee might carry out.

20.8 Power to remedy

- (A) If an Obligor fails to perform any obligations under the Finance Documents affecting any Property, each Obligor shall, subject to the terms of the Lease Documents (and in particular any time limits required to be adhered to therein), allow any Finance Party or its agents and contractors:
 - (i) (upon giving reasonable notice except in an emergency where no notice shall be required) to enter any part of such Property;
 - (ii) to comply with or object to any notice served on the Obligor in respect of such Property; and
 - (iii) to take any action that a Finance Party may reasonably consider necessary to prevent or remedy any breach of any such term or to comply with or object to any such notice.
- (B) The Obligor shall, within 10 Business Days of demand by the Security Agent, pay the properly incurred costs and expenses of a Finance Party or its agents and contractors incurred in connection with any action taken by it under this Clause 20.8.
- (C) No Finance Party shall be obliged to account as mortgagee in possession as a result of any action taken under this Clause 20.8.

20.9 Insurances

- (A) Each Obligor shall ensure that at all times Insurances are maintained in full force and effect, which Insurances:

- (i) insure its Properties for its full replacement value (being the total cost of entirely rebuilding, reinstating or replacing the relevant Property if it is completely destroyed, together with all related fees and demolition costs) in the name of the Obligor or, if required by the relevant Lease Document or underlease, in the name of the relevant tenant and/or undertenant and with the Security Agent as composite insured;
 - (ii) provide cover against loss or damage by fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, riot, civil commotion and malicious damage, bursting or overflowing of water tanks, apparatus or pipes and all other normally insurable risks of loss or damage for a property of the type of its Properties;
 - (iii) provide cover for site clearance, shoring or propping up, professional fees and VAT and insurance premium tax together with adequate allowance for inflation;
 - (iv) provide cover against acts of terrorism, including any third party liability arising from such acts;
 - (v) (if the relevant Lease Document or underlease provides for a suspension of rent in case of insured damage) provide cover for loss of rent (in respect of a period of not less than three years or, if longer, the minimum period required under the Lease Document or underlease) including provision for any increases in rent during the period of insurance;
 - (vi) include property owners' public liability and third party liability insurance;
 - (vii) insure such other risks as a prudent company or other person in the same business as the Obligor would prudently insure; and
 - (viii) in each case, are with an insurance company or underwriter which:
 - (a) is reputable and substantial; and
 - (b) has a long-term financial strength rating (or equivalent) of A or higher by S&P.
- (B) Each Obligor shall procure that the Security Agent (as security trustee for the Secured Parties) is named as composite insured in respect of its own separate insurable interest under each of the Insurances (other than public liability and third party liability insurances) and first loss payee (save in respect of any claim of less than £100,000) but without:
- (i) any liability on the part of the Security Agent or any other Finance Party for any premium in relation to those Insurances (unless the Security Agent has expressly and specifically requested to be made liable in respect of any increase in premium or unpaid premium in respect of any of those Insurances); or

- (ii) any obligation on the part of the Security Agent or any other Finance Party to make any disclosure to any insurer or any insurance broker in relation to those Insurances unless and until the Security Agent becomes a mortgagee in possession of its Property, in which circumstance an obligation shall apply on the part of the Security Agent or any other Finance Party to make disclosure to any insurer or any insurance broker in relation to the Insurance or Insurances in respect of that Property pursuant to the terms of that Insurance or those Insurances.
- (C) Each Obligor shall procure that the Insurances comply with the following requirements:
 - (i) each of the Insurances shall contain:
 - (a) a non-invalidating and non-vitiating clause under which the Insurances will not be avoided or vitiated as against any insured party as a result of any circumstances beyond the control of that insured party or any misrepresentation, non-disclosure, or breach of any policy term or condition, on the part of any other insured party or any agent of any other insured party;
 - (b) a waiver of the rights of subrogation of the insurer as against the Obligor, each Secured Party and the tenants of its Property other than any such rights arising in connection with any fraud or criminal offence committed by any of those persons in respect of its Property or any Insurance; and
 - (c) a loss payee clause under which the Security Agent is named as first loss payee.
 - (ii) each insurer shall be required to give at least 30 days' notice to the Security Agent if it proposes to:
 - (a) repudiate, rescind or cancel any Insurance;
 - (b) treat any Insurance as avoided in whole or in part;
 - (c) treat any Insurance as expired due to non-payment of premium; or
 - (d) otherwise decline any claim under any Insurance by or on behalf of any insured party,and, in respect of paragraph (c) above, shall in the notice give the Security Agent the opportunity to rectify any such non-payment of premium within the notice period; and
 - (iii) the Obligor shall be free to assign or otherwise grant Security over all amounts payable to it under each of its Insurances and all its rights in connection with those amounts in favour of the Security Agent.

- (D) Each Obligor shall ensure (including by enforcing its rights under the Occupational Leases) that the Lender receives copies of the Insurances, receipts for the payment of premiums for insurance and any information in connection with the Insurances and claims under them which the Lender may reasonably require.
- (E) Each Obligor shall, promptly upon becoming aware of the same (and shall enforce its rights under the Lease Documents to obtain such information where requested to do so by the Lender), notify the Lender of:
- (i) the proposed terms of any future renewal of any of the Insurances;
 - (ii) any amendment, supplement, extension, termination, repudiation, rescission, avoidance or cancellation of any of the Insurances made or, to its knowledge, threatened or pending;
 - (iii) any claim, and any actual or threatened refusal of any claim, under any of the Insurances; and
 - (iv) any event or circumstance which has led or may lead to a breach by the Obligor of any term of this Clause 20.9.
- (F) Each Obligor shall:
- (i) comply with the terms of the Insurances;
 - (ii) not do or permit anything to be done which may make void or voidable any of the Insurances;
 - (iii) in the event that any of its Property is damaged or destroyed by an insured risk, (save where the damage is minimal and the relevant tenant or the Obligor (as applicable) elects to carry out the repair from their respective own funds, if permitted to do so in accordance with the Finance Documents) either make a claim or require that tenant to do so (as applicable in accordance with which person has insured in accordance with the relevant Lease Document) under the relevant Insurances and apply the proceeds as required under the terms of the relevant Lease Document; and
 - (iv) comply with all reasonable risk improvement requirements of its insurers.
- (G) Each Obligor shall ensure (or shall procure to the extent it is in its power to do so) that:
- (i) each premium for the Insurances is paid within the period permitted for payment of that premium; and
 - (ii) all other things necessary are done so as to keep each of the Insurances in force.
- (H) If an Obligor fails to comply with any term of this Clause 20.9, the Obligor (or the Borrower on its behalf) shall notify the Lender as soon as it becomes aware and the

Lender may, at the expense of the Obligors, effect any insurance and generally do such things and take such other action as the Lender may reasonably consider necessary to prevent or remedy any breach of this Clause 20.9.

- (I) All Insurance Proceeds in respect of any claim:
 - (i) equal to or greater than £100,000 shall, unless the Lender agrees otherwise, be paid into the Proceeds Account pending application in accordance with the paragraphs below; and
 - (ii) lower than £100,000 may be paid into the General Account.
- (J) If an Obligor elects by notice to the Lender, or otherwise to the extent required by the basis of settlement under any Insurances or under any Lease Document (which the Obligor shall notify to the Lender), the Obligor shall ensure that moneys received under any Insurances in respect of its Property are applied towards replacing, restoring or reinstating that Property and the Cash Manager shall (upon instruction from the Security Agent who, if instructed by the Lender, shall instruct the Cash Manager promptly) apply such moneys accordingly.
- (K) The proceeds of any loss of rent Insurance received by an Obligor shall be paid into the Transaction Account and will be treated at and from that time as Rental Income and not as Insurance Proceeds.
- (L) If and to the extent that any Insurance Proceeds are required pursuant to the terms of any Lease Document to be provided to the relevant tenant in accordance with the terms of that Lease Document, such Insurance Proceeds may be so provided.
- (M) Moneys received under liability policies held by an Obligor which are required by the Obligor to satisfy established liabilities of the Obligor to third parties shall be used to satisfy these liabilities.
- (N) If and to the extent that:
 - (i) Insurance Proceeds are not required by the basis of settlement under any Insurances or any Lease Document (which the Borrower shall notify to the Lender); or
 - (ii) otherwise, the Insurance Proceeds have not been spent or committed within three years of the receipt of such Insurance Proceeds,

the amount of such unspent and uncommitted Insurance Proceeds in respect of any claim, provided that such amount is equal to or greater than £100,000, shall, as of the date of such notification or expiry of such time period, be designated as "Insurance Prepayment Proceeds", provided that, if the Borrower has previously made a voluntary prepayment pursuant to paragraph (B) of Clause 21.15 (*Major damage*) using funds other than Insurance Proceeds received in respect of the relevant destruction or damage, any Insurance Proceeds subsequently received in respect of that destruction or damage shall, to the extent not exceeding the relevant principal amount of the Loan

voluntarily prepaid from such other funds, not constitute "Insurance Prepayment Proceeds" and may be transferred to the General Account.

20.10 Recovery Proceeds

- (A) Pending application in accordance with the paragraphs below, all Recovery Proceeds shall, unless the Lender agrees otherwise, be paid into the Proceeds Account.
- (B) Subject to paragraph (C) below, if an Obligor (or the Borrower on its behalf) elects by notice to the Lender, the Obligor shall apply moneys received by way of Recovery Proceeds for a Recovery Claim in respect of a Property towards:
 - (i) replacing, restoring and/or reinstating any damage to, or other reduction in the value of, that Property; or
 - (ii) satisfying established liabilities of the Obligor to third parties,arising as a result of the circumstances giving rise to the relevant Recovery Claim (and the Cash Manager shall (upon instruction from the Security Agent who, if instructed by the Lender, shall instruct the Cash Manager promptly) apply such moneys accordingly).
- (C) To the extent that the Recovery Proceeds have not been spent or committed within three years of the receipt of such Recovery Proceeds, the amount of such unspent and uncommitted Recovery Proceeds shall, upon the earlier of expiry of such time period and the date of notice by the Obligor (or the Borrower on its behalf) to the Lender that it does not intend to spend or commit such proceeds, be designated as "Recovery Prepayment Proceeds".

20.11 Compensation Proceeds

- (A) Pending application in accordance with the paragraphs below, all Compensation Proceeds shall, unless the Lender agrees otherwise, be paid into the Proceeds Account.
- (B) Subject to paragraph (C) below, if an Obligor (or the Borrower on its behalf) elects by notice to the Lender, the Obligor shall apply moneys received by way of Compensation Proceeds in respect of a Property towards replacing, restoring and/or reinstating that Property (and the Cash Manager shall (upon instruction from the Security Agent who, if instructed by the Lender, shall instruct the Cash Manager promptly) apply such moneys accordingly).
- (C) To the extent that the Compensation Proceeds have not been spent or committed within one year of the receipt of such Compensation Proceeds, the amount of such unspent and uncommitted Compensation Proceeds shall, upon the earlier of expiry of such time period and the date of notice by the Obligor (or the Borrower on its behalf) to the Lender that it does not intend to spend or commit such proceeds, be designated as "Compensation Prepayment Proceeds".

20.12 Title Indemnity Proceeds

- (A) Pending application in accordance with the paragraphs below, all Title Indemnity Proceeds shall, unless the Lender agrees otherwise, be paid into the Proceeds Account.
- (B) Subject to paragraph (C) below, if an Obligor (or the Borrower on its behalf) elects by notice to the Lender, the Obligor shall apply moneys received by way of Title Indemnity Proceeds in respect of a Property towards resolving the relevant defect at that Property (and the Cash Manager shall (upon instruction from the Security Agent who, if instructed by the Lender, shall instruct the Cash Manager promptly) apply such monies accordingly).
- (C) To the extent that the Title Indemnity Proceeds have not been spent or committed within 12 months of the receipt of such Title Indemnity Proceeds, the amount of such unspent and uncommitted Title Indemnity Proceeds shall, upon the earlier of expiry of such time period and the date of notice by the Obligor (or the Borrower on its behalf) to the Lender that it does not intend to spend or commit such proceeds, be designated as "Title Indemnity Prepayment Proceeds".

20.13 Environmental matters

- (A) Each Obligor shall (including by enforcing its rights under any applicable Occupational Lease):
 - (i) comply and ensure (insofar as it is able) that any relevant third party (including any tenant) complies with all Environmental Law;
 - (ii) obtain, maintain and ensure compliance with all requisite Environmental Permits applicable to it or to its Properties; and
 - (iii) implement procedures to monitor compliance with and to prevent liability under any Environmental Law applicable to it or its Properties,

where failure to do so has or is reasonably likely to have a Material Adverse Effect or result in any liability for a Finance Party.

- (B) Each Obligor shall, promptly upon becoming aware, notify the Lender of:
 - (i) any Environmental Claim in relation to it or its Properties started, or to its knowledge, threatened in writing;
 - (ii) any circumstances which would be reasonably likely to result in an Environmental Claim in relation to it or its Properties; or
 - (iii) any suspension, revocation or notification of any Environmental Permit in relation to it or its Property.
- (C) Each Obligor shall indemnify each Finance Party against any loss or liability which:

- (i) that Finance Party incurs as a result of any actual or alleged breach of any Environmental Law by any person; and
- (ii) would not have arisen if a Finance Document had not been entered into,

unless and to the extent it is caused by that Finance Party's fraud, gross negligence or wilful misconduct.

- (D) No Obligor shall (and each Obligor shall ensure, insofar as it is able, that no tenant or any other occupier of a Property shall) commission an Energy Performance Certificate without the prior written consent of the Lender. Each Obligor shall promptly provide a copy of any Energy Performance Certificate obtained by it in respect of a Property.

20.14 Restructuring arrangements and enforcement action

- (A) No Obligor, in its capacity as a creditor of any tenant of a Property, shall propose, support, vote (whether itself or by proxy) or exercise any powers or rights available to it in favour of, approve any step in respect of, or otherwise give its consent to any:
 - (i) scheme of arrangement under Parts 26 and 27 or restructuring plan under Parts 26A and 27 of the Companies Act 2006;
 - (ii) company voluntary arrangement under Part I of the Insolvency Act 1986; or
 - (iii) similar or equivalent process, compromise, arrangement or restructuring procedure (other than a solvent restructuring that does not involve the compromising of creditors' claims and is otherwise not adverse to the Lender) in any relevant jurisdiction under applicable law from time to time,

in each case proposed by or in respect of a tenant of its Property (a "**Restructuring Arrangement**"), where such Restructuring Arrangement will affect a Lease Document or a Property, unless it has been instructed to do so by the Security Agent, acting on the instructions of the Lender (acting reasonably and expeditiously), and the Security Agent shall act reasonably and expeditiously upon receipt of such instruction.

- (B) An Obligor shall promptly notify the Lender and the Security Agent if it becomes aware that a Restructuring Arrangement has been proposed or becomes aware that a Restructuring Arrangement is being contemplated by or on behalf of a tenant of any of its Properties and shall promptly provide all information that it receives from or on behalf of any such tenant as may be reasonably requested by the Lender or the Security Agent in respect of such Restructuring Arrangement unless it is restricted from doing so under applicable law or regulation.
- (C) Each Obligor irrevocably authorises the Security Agent to, on behalf of the Obligor:
 - (i) exercise any voting, consent, approval or other rights or powers conferred on the Obligor (including any rights to attend or participate in any meeting) in respect of any Restructuring Arrangement, where such Restructuring Arrangement will affect a Lease Document or a Property;

- (ii) demand, sue, prove and give receipt for any or all of the Liabilities of any Debtor;
- (iii) take all actions and do all things the Security Agent considers reasonably necessary to recover the Liabilities of any Debtor;
- (iv) commence or pursue any forfeiture proceedings in respect of, or issue any notice or take any step in connection with the forfeiture of, any Occupational Lease or waive any right to forfeit any Occupational Lease;
- (v) carry out any works needed to remedy any breach of any of the tenant's covenants in any Occupational Lease relating to the condition or repair of its Property in accordance with that Occupational Lease;
- (vi) insure its Property where the Obligor (in its capacity as landlord under any Occupational Lease) elects to be responsible for insuring that Property in accordance with that Occupational Lease;
- (vii) take all actions and do all things the Security Agent considers reasonably necessary in connection with the Obligor becoming entitled to forfeit any Occupational Lease; and
- (viii) take all actions and do all things which the Security Agent considers to be necessary or desirable for fully and effectually vesting, transferring, disposing, assigning or leasing its Property or any part thereof to any person as fully and effectually in all respects as the Obligor could have,

at any time (1) where the entity the subject of the Restructuring Arrangement is within the same corporate group as, or is otherwise an Affiliate of, the Obligor or (2) while an Event of Default is continuing, provided that the Security Agent has the right to refrain from acting unless instructed by the Lender pursuant to Section 11 (*The Agents*).

- (D) Each Obligor will do all things that the Security Agent requests in order to give effect to paragraph (C) above and, if the Security Agent requests that an Obligor take any action contemplated by paragraph (C) above, the Obligor will undertake that action itself in accordance with the instructions of the Security Agent or grant a power of attorney to the Security Agent (on such terms as the Security Agent may reasonably require) to enable the Security Agent to take such action.

- (E) In this Clause 20.14:

"Debtor" means any tenant of a Property which is subject to a Restructuring Arrangement; and

"Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) at any time of any Debtor to any Obligor, both actual and contingent.

20.15 No delegation of rights or responsibilities

No Obligor shall appoint any person to act as a manager (including managing agent or asset manager) or operator of any of the Properties or to receive any amounts in respect of the Properties to which the Obligors are entitled without the prior written consent of the Lender.

20.16 Inspection

Each Obligor shall, no less than once every two-year period commencing on the Utilisation Date or no less than once in any one-year period where an updated Valuation has not been obtained for the Properties in such period (subject to notice and entry requirements under the Occupational Leases), engage a third party managing agent approved by the Lender (acting reasonably) to undertake an inspection of the Properties, which shall be at the cost of the Borrower.

21. EVENTS OF DEFAULT

Each of the events or circumstances set out in this Clause 21 is an Event of Default (save for Clause 21.18 (*Acceleration*) and Clause 21.19 (*Letter of Credit*)).

21.1 Non-payment

An Obligor does not pay on the due date any amount payable pursuant to a Finance Document at the place and in the currency in which it is expressed to be payable unless:

- (A) its failure to pay is caused by:
 - (i) administrative or technical error; or
 - (ii) a Disruption Event; and
- (B) payment is made within three Business Days of its due date.

21.2 Financial covenants

- (A) Any requirement of Clause 18.1 (*Interest cover ratio*) or Clause 18.2 (*Loan to Value*) is not satisfied.
- (B) No Event of Default under this Clause 21.2 shall occur if the non-compliance is remedied by the exercise of the Equity Cure Right or the Property Cure Right in accordance with Clause 18.3 (*Cure*).

21.3 DSRA Loan Agreement or Letter of Credit

- (A) Either:
 - (i) the Borrower fails to make a DSRA Advance when required to do so under the DSRA Loan Agreement;

- (ii) the Borrower does not comply with any provision of the DSRA Loan Agreement (other than that referred to in paragraph (i) above); or
 - (iii) the issuer of a Letter of Credit does not comply with a valid demand made under that Letter of Credit when required to do so, including following any ratings downgrade or loss of rating by the issuer of a Letter of Credit.
- (B) There is, at any time, neither a valid and enforceable DSRA Loan Agreement nor a valid and enforceable Letter of Credit (including as a result of any Letter of Credit ceasing to satisfy the criteria set out in that definition, whether as a result of any ratings downgrade or loss of rating by the issuer of that Letter of Credit or otherwise).
- (C) Subject to paragraph (E) below, at any time, the aggregate of:
 - (i) the balance of the DSRA Account; and
 - (ii) the amount available for drawing under any Letter of Credit,
 is less than the DSRA Required Amount.
- (D) No Event of Default under paragraph (A)(ii) will occur where such failure to comply is capable of remedy and is remedied within 20 Business Days of such failure to comply.
- (E) No Event of Default under paragraph (C) above will occur as a result of any ratings downgrade or loss of rating by the issuer of a Letter of Credit if:
 - (i) the Letter of Credit is drawn and the proceeds are paid into the DSRA Account;
 - (ii) a replacement Letter of Credit satisfying the criteria set out in that definition is procured; and/or
 - (iii) a DSRA Advance is made,
 within 30 Business Days after such ratings downgrade or loss of rating, such that the requirements of paragraph (C) above are then satisfied.

21.4 Other obligations

- (A) An Obligor does not comply with any term of:
 - (i) paragraph (B) of Clause 17.1 (*Financial statements*) or Clause 17.2 (*Compliance Certificate*), and that non-compliance is not remedied within five Business Days after the applicable delivery deadline;
 - (ii) Clause 19.3 (*Negative pledge*), Clause 19.4 (*Disposals*), Clause 19.18 (*Ownership*) or Clause 19.19 (*Sanctions, anti-money laundering and anti-corruption*) (other than a failure to comply with Clause 19.19 (*Sanctions, anti-money laundering and anti-corruption*) arising solely as a result of a Consortium

Fund Investor becoming a Sanctions Restricted Person or otherwise violating any applicable Sanctions laws in such capacity); or

- (iii) paragraphs (A) to (C), (F) or (G) of Clause 20.9 (*Insurances*).
- (B) An Obligor does not comply with any term of Clause 15 (*Bank Accounts*), provided that no Event of Default under this paragraph (B) will occur if the failure to comply is capable of remedy and is remedied within five Business Days of the earlier of:
- (i) the Lender giving notice to the Borrower; and
 - (ii) an Obligor becoming aware of the failure to comply.
- (C) An Obligor or the Shareholder does not comply with any provision of the Finance Documents (other than those referred to in Clauses 21.1 (*Non-payment*), 21.2 (*Financial covenants*) and 21.3 (*DSRA Loan Agreement or Letter of Credit*) and those referred to in (and to the extent referred to in) paragraphs (A) and (B) above)).
- (D) No Event of Default under paragraph (C) above will occur if the failure to comply is capable of remedy and is remedied within (x) where such failure occurs during the 12-month period starting on (and including) the Utilisation Date, 25 Business Days; or (y) thereafter, 20 Business Days, of the earlier of:
- (i) the Lender giving notice to the Borrower; and
 - (ii) an Obligor or the Shareholder (as applicable) becoming aware of the failure to comply.
- (E) Where a failure to comply with Clause 20.4 (*Maintenance*) or paragraph (A) of Clause 20.13 (*Environmental matters*) is capable of remedy within six months but cannot, despite the Borrower using all reasonable endeavours, reasonably be remedied within the time period specified in paragraph (D) above, no Event of Default under paragraph (C) above will occur for so long as:
- (i) the Borrower is taking, and continues to take, all reasonable steps diligently to remedy that failure;
 - (ii) the Borrower commences those steps within 20 Business Days of the earlier of (x) the Lender giving notice to the Borrower of that failure; and (y) an Obligor becoming aware of that failure (or immediately in the case of an emergency);
 - (iii) the Borrower provides the Lender with reasonable evidence of those steps and, on request, regular written updates in relation to them;
 - (iv) the failure does not have, and is not reasonably likely to have, a Material Adverse Effect; and

- (v) the failure is remedied as soon as reasonably practicable and in any event within six months after the earlier of (x) the Lender giving notice to the Borrower of that failure; and (y) an Obligor becoming aware of that failure.

21.5 Misrepresentation

- (A) Any representation or statement made or deemed to be made by an Obligor or the Shareholder in the Transaction Documents or any other document delivered by or on behalf of any Obligor or the Shareholder under or in connection with any Transaction Document is or proves to have been incorrect or misleading in any respect when made or deemed to be made.
- (B) No Event of Default under paragraph (A) above will occur if the event or circumstance giving rise to the misrepresentation is capable of remedy and is remedied within 20 Business Days of the earlier of:
 - (i) the Lender giving notice to the Borrower; and
 - (ii) an Obligor or the Shareholder (as applicable) becoming aware of the misrepresentation.

21.6 Cross default

- (A) Any Financial Indebtedness of an Obligor is not paid when due nor within any originally applicable grace period.
- (B) Any Financial Indebtedness of an Obligor is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).
- (C) Any commitment for any Financial Indebtedness of an Obligor is cancelled or suspended by a creditor of the Obligor as a result of an event of default (however described).
- (D) Any creditor of an Obligor becomes entitled to declare any Financial Indebtedness of the Obligor due and payable prior to its specified maturity as a result of an event of default (however described).

21.7 Insolvency

- (A) An Obligor or the Shareholder:
 - (i) is unable or admits inability to pay its debts as they fall due;
 - (ii) is deemed to, or is declared to, be unable to pay its debts under applicable law;
 - (iii) suspends or threatens to suspend making payments on any of its debts; or

- (iv) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding any Finance Party in its capacity as such) with a view to rescheduling any of its indebtedness.
- (B) A moratorium is declared in respect of any indebtedness of an Obligor or the Shareholder. If a moratorium occurs, the ending of that moratorium will not remedy any Event of Default caused by that moratorium.

21.8 Insolvency proceedings

- (A) Any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of an Obligor or the Shareholder;
 - (ii) a composition, compromise, assignment or arrangement with any creditor of an Obligor or the Shareholder;
 - (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of an Obligor, the Shareholder or any of their assets; or
 - (iv) enforcement of any Security over any assets of, the shares in, or the receivables owed by, an Obligor or the Shareholder,

or any analogous procedure or step is taken in any jurisdiction.
- (B) Paragraph (A) above shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 20 Business Days of commencement.

21.9 Creditors' process

Any expropriation, attachment, sequestration, distress, diligence or execution or any analogous process in any jurisdiction (each a "**Creditors' Process**") affects any assets of, shares in, or receivables owed by, an Obligor or the Shareholder and such Creditors' Process is not discharged within 20 Business Days.

21.10 Cessation of business

An Obligor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business except as a result of any disposal allowed under this Agreement.

21.11 Unlawfulness and invalidity

Subject to the Legal Reservations and, prior to the expiry of the period allowed for their completion in the Security Documents or under applicable law, the Perfection Requirements:

- (A) it is or becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents or any Transaction Security created or expressed to be created or evidenced by the Security Documents ceases to be effective or becomes unlawful;
- (B) any obligation or obligations of an Obligor under any Finance Documents are not or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Finance Parties under the Finance Documents;
- (C) any Finance Document ceases to be in full force and effect or any Transaction Security ceases to be legal, valid, binding, enforceable or effective or is alleged by a party to it (other than a Finance Party) to be ineffective; or
- (D) any transfer of a Permitted Substitute Property or a Permitted Contributed Property is unwound.

21.12 Repudiation and rescission of agreements

An Obligor or the Shareholder (or any other relevant party) rescinds or purports to rescind or repudiates or purports to repudiate a Finance Document or any of the Transaction Security or evidences an intention to rescind or repudiate a Finance Document or any Transaction Security.

21.13 Major Tenant

- (A) Any of the events or circumstances set out in paragraphs (A)(i) to (iii) or (B) of Clause 21.7 (*Insolvency*) applies to any Major Tenant.
- (B) Any corporate action, legal proceedings or other procedure or step set out in Clause 21.8 (*Insolvency proceedings*) is taken in relation to any Major Tenant, provided that:
 - (i) in the case of paragraph (A)(ii) of such Clause, the relevant composition, compromise, assignment or arrangement relates to any Occupational Lease; and
 - (ii) in the case of paragraph (A)(iv) of such Clause, the relevant enforcement is over the assets of the Major Tenant itself.

21.14 Compulsory purchase

Any part of a Property is compulsorily purchased and, taking into account the amount and timing of any compensation payable, the compulsory purchase has or will have a Material Adverse Effect and such Material Adverse Effect has not been remedied within 20 Business Days of the date of such compulsory purchase.

21.15 Major damage

- (A) Any part of a Property is destroyed or damaged and, taking into account the amount and timing of receipt of the proceeds of insurance effected in accordance with the terms of this Agreement, the destruction or damage has or will have a Material Adverse Effect.

(B) No Event of Default will occur under paragraph (A) above if:

(i) the Borrower:

(a) delivers a written notice to the Lender within 15 days after such destruction or damage that it intends to voluntarily prepay an amount of the Loan equal to the Allocated Loan Amount in respect of the Property that suffered such destruction or damage in accordance with Clause 7.5 (*Voluntary prepayment*), together with any other amount due and payable in respect of that Property under the Transaction Documents; and

(b) makes such voluntary prepayment within 60 days of such destruction or damage; or

(ii) such destruction or damage has or will have a Material Adverse Effect only under paragraph (a) of the definition of "Material Adverse Effect" (a "**Curable Major Damage Default**") and the Borrower exercises the Property Cure Right in accordance with Clause 18.3 (*Cure*) in respect of such Curable Major Damage Default.

21.16 Headlease

Any Headlease is forfeited.

21.17 Rent Deposit

A Cash Trap Event occurs and a tenant under an Occupational Lease does not pay on the due date any Quarterly Contribution (as such term is defined in the relevant Rent Deposit Deed) payable pursuant to the relevant Rent Deposit Deed at the place and in the currency in which it is expressed to be payable unless:

(A) its failure to pay is caused by:

(i) administrative or technical error; or

(ii) a Disruption Event; and

(B) payment is made within three Business Days of its due date.

21.18 Acceleration

On and at any time after the occurrence of an Event of Default which is continuing, the Lender may:

(A) by notice to the Borrower copied to the Security Agent:

- (i) cancel the Available Facility, whereupon the Available Facility shall immediately be cancelled and the Facility shall immediately cease to be available for further utilisation;
 - (ii) declare that all or part of the Loan, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable (in the case of any principal, at the Prepayment Amount), whereupon they shall become immediately due and payable; and/or
 - (iii) declare that all or part of the Loan be payable on demand, whereupon it shall immediately become payable on demand by the Lender (in the case of any principal, at the Prepayment Amount); and/or
- (B) exercise or direct the Security Agent to exercise any or all of its rights, remedies, powers or discretions under the Finance Documents.

21.19 Letter of Credit

The Lender (or a security trustee on its behalf) may make a demand under a Letter of Credit when (and only when):

- (A) that Letter of Credit ceases to satisfy the criteria set out in that definition, whether as a result of any ratings downgrade or loss of rating by the issuer of that Letter of Credit, the Letter of Credit having less than 30 days until its expiry date or otherwise;
- (B) an Event of Default has occurred and is continuing; or
- (C) an Obligor has failed to pay on the due date any amount payable pursuant to a Finance Document at the place and in the currency in which it is expressed to be payable,

provided that such demand may only be made in the circumstances contemplated by paragraph (A) above if and to the extent that, as a result of that Letter of Credit ceasing to satisfy the criteria set out in that definition, the aggregate of:

- (i) the balance of the DSRA Account; and
- (ii) the amount available for drawing under any other Letter of Credit,

is less than the DSRA Required Amount.

SECTION 10
CHANGES TO PARTIES

22. CHANGES TO THE LENDER

22.1 Assignments and transfers by the Lender

- (A) Subject to Clause 22.3 (*Security over the Lender's rights*) and paragraph (B) below, the Lender (the “**Existing Lender**”) may, at any time after the Utilisation Date, assign any of its rights or transfer any of its rights or obligations under, or enter into any voting sub-participation arrangement in respect of, the Finance Documents to or with any person which is a bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (the “**New Lender**”).
- (B) The consent of the Borrower (such consent not to be unreasonably withheld or delayed and in any event deemed to have been given if not expressly refused, whether orally or in writing, within 10 Business Days of any request for any such consent) is required for an assignment, transfer or voting sub-participation in accordance with paragraph (A) above unless:
 - (i) the assignment, transfer or voting sub-participation is made at a time when a Material Event of Default is continuing; or
 - (ii) the assignment, transfer or voting sub-participation is (in the opinion of the Existing Lender, acting reasonably and in good faith) necessary or desirable following a change in tax law or practice which materially and adversely impacts the Existing Lender, provided that the Lender has provided evidence of such change in tax law or practice to the Borrower.
- (C) For the avoidance of doubt, where the Borrower consent is required in relation to a proposed assignment, transfer or voting sub-participation in accordance with paragraph (B) above, it will (without limitation) be reasonable for the Borrower to withhold its consent where the assignee, transferee or sub-participant is a Non-Permitted Transferee.
- (D) Any New Lender which agrees to assume any rights or rights and obligations assigned or transferred to it by the Existing Lender pursuant to paragraph (A) above shall, unless the DSRA Loan has been repaid in full and the DSRA Loan Agreement has been terminated, simultaneously and automatically be deemed to accede to and agree to be bound by the terms of the DSRA Loan Agreement and shall assume an equivalent proportion of the rights and obligations of the Existing Lender under the DSRA Loan Agreement as the New Lender acquires of the Commitment.

22.2 Conditions of assignment or transfer

If:

- (A) the Lender assigns or transfers, any of its rights or obligations under the Finance Documents or performs (in whole or in part) its obligations under this Agreement through any office or offices outside the United Kingdom (a “**Non-UK Office**”); and
- (B) as a result of circumstances existing at the date the assignment, transfer or change occurs, an Obligor would be obliged to make a payment to the New Lender or the Lender acting through a Non-UK Office under Clause 10 (*Tax Gross-up and Indemnities*),

then the New Lender or the Lender acting through a Non-UK Office is only entitled to receive payment under Clause 10 (*Tax Gross-up and Indemnities*) to the same extent as the Existing Lender or Lender acting through its previous office would have been if the assignment, transfer or change has not occurred. This Clause 22.2 shall not apply, in relation to Clause 10.2 (*Tax gross-up*), to a Treaty Lender that has included a confirmation of its scheme reference number and its jurisdiction of tax residence in accordance with paragraph (G)(ii) of Clause 10.2 (*Tax gross-up*) if the Borrower has not made a Borrower DTTP Filing in respect of that Treaty Lender.

22.3 Security over the Lender’s rights

The Lender may, without consulting with or obtaining consent from any Obligor, at any time charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of the Lender, except that no such charge, assignment or Security shall:

- (A) release the Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or Security for the Lender as a party to any of the Finance Documents; or
- (B) require any payments to be made by an Obligor other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the Lender under the Finance Documents.

23. CHANGES TO THE OBLIGORS

23.1 Assignments and transfers by the Obligors

No Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

23.2 Guarantors

- (A) Subject to compliance with the provisions of paragraph (B) of Clause 17.8 (*Know your customer checks*), the Obligors’ Agent may request that any of its wholly-owned Subsidiaries incorporated in England and Wales becomes a Guarantor. That Subsidiary shall become a Guarantor if:
 - (i) the Obligors’ Agent and that Subsidiary deliver to the Lender a duly completed and executed Accession Deed;

- (ii) the Obligors' Agent confirms that no Default is continuing or would occur as a result of that Subsidiary becoming a Guarantor;
 - (iii) either:
 - (a) that Subsidiary is Spire No. 1 and becomes a Subsidiary of the Obligors' Agent on the Utilisation Date; or
 - (b) the Lender approves that Subsidiary becoming a Guarantor; and
 - (iv) the Lender has received all of the documents and other evidence listed (in the case of Spire No. 1) in Part A (*Conditions Precedent to Utilisation*) or (in the case of any other Subsidiary of the Borrower) in Part B (*Conditions Precedent to be delivered by a Guarantor*) of Schedule 2 (*Conditions Precedent*) in relation to that Guarantor, each in form and substance satisfactory to the Lender.
- (B) Where relevant, the Lender shall notify the Obligors' Agent promptly upon being satisfied that it has received (in form and substance satisfactory to it) all the documents and other evidence listed in Part B (*Conditions Precedent to be delivered by a Guarantor*) of Schedule 2 (*Conditions Precedent*).

23.3 Resignation of a Guarantor

- (A) The Obligors' Agent may request that a Guarantor ceases to be a Guarantor by delivering to the Lender a Resignation Letter.
- (B) The Lender shall accept a Resignation Letter and notify the Obligors' Agent of its acceptance if:
 - (i) no Default is continuing or would result from the acceptance of the Resignation Letter (and the Obligors' Agent has confirmed this is the case);
 - (ii) no payment is due from the relevant Guarantor under Clause 14 (*Guarantee and Indemnity*); and
 - (iii) the relevant Guarantor has ceased to have an interest in any Property pursuant to one or more transactions each of which must have been permitted under the terms of this Agreement and does not owe any amounts to, and is not owed any amounts by, any other Obligor.
- (C) On acceptance by the Lender of a Resignation Letter:
 - (i) the relevant Guarantor shall cease to be a Guarantor and shall have no further rights or obligations under the Finance Documents; and
 - (ii) any real property held by the Guarantor shall cease to be a Property (unless that real property continues following such resignation to be held by an Obligor).

23.4 Repetition of representations

Delivery of an Accession Deed constitutes confirmation by the relevant Subsidiary that the Repeating Representations are true and correct in relation to it as at the date of delivery as if made by reference to the facts and circumstances then existing.

SECTION 11 THE AGENTS

24. ROLE OF THE SECURITY AGENT, THE CASH MANAGER AND THE ARRANGER

24.1 Role of the Security Agent

- (A) The Security Agent shall hold the Security Property on trust for the Secured Parties on the terms contained in the Intercreditor Agreement and the Security Documents.
- (B) The Secured Parties shall not have any independent power to enforce, or have recourse to, any of the Transaction Security or to exercise any right, power, authority or discretion arising under the Security Documents except through the Security Agent.
- (C) The Security Agent shall exercise or refrain from exercising any right, power, authority or discretion vested in it as Security Agent (including the right to enforce the Transaction Security) in accordance with the Intercreditor Agreement.

24.2 Role of the Arranger

- (A) Except as specifically provided in the Finance Documents, the Arranger has no obligations of any kind to any other Party under or in connection with any Finance Document.
- (B) Nothing in any Finance Document constitutes the Arranger as a trustee or fiduciary of any other person.
- (C) The Arranger shall not be bound to account to any other Finance Party or any Secured Party for any sum or the profit element of any sum received by it for its own account.
- (D) The Arranger may accept deposits from, lend money to and generally engage in any kind of banking or other business with an Obligor or any Affiliate of an Obligor.
- (E) Notwithstanding any other provision of any Finance Document to the contrary, the Arranger is not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.
- (F) The Arranger is not responsible or liable for:
 - (i) the adequacy, accuracy or completeness of any information (whether oral or written) supplied by the Security Agent, the Arranger, any Obligor or any other person in or in connection with any Finance Document or the Property Reports or the transactions contemplated in the Finance Documents, or any legal or other opinions, reports, valuations, certificates, appraisals or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;

- (ii) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document or the Security Property or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Security Property;
 - (iii) assessing or keeping under review the financial condition, creditworthiness, condition, affairs, status or nature of any Obligor; or
 - (iv) any determination as to whether any information provided or to be provided to any Finance Party or Secured Party is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.
- (G) Nothing in this Agreement shall oblige the Arranger to carry out:
- (i) any “know your customer” or other checks in relation to any person; or
 - (ii) any check on the extent to which any transaction contemplated by this Agreement might be unlawful for any Finance Party,

on behalf of any Finance Party and each Finance Party confirms to the Arranger that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Arranger.

24.3 Credit appraisal by the Lender

Without affecting the responsibility of any Obligor for information supplied by it or on its behalf in connection with any Finance Document, the Lender confirms to the Arranger that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document including but not limited to:

- (A) the financial condition, status and nature of an Obligor;
- (B) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document, the Security Property and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Security Property;
- (C) whether that Finance Party has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document, the Security Property, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Security Property;
- (D) the adequacy, accuracy or completeness of the Property Reports and any other information provided by the Security Agent, any Party or by any other person under or in connection with any Finance Document, the transactions contemplated by any

Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; and

- (E) the right or title of any person in or to, or the value or sufficiency of any part of, the Security Assets, the priority of any of the Transaction Security or the existence of any Security affecting the Security Assets.

24.4 Deduction from amounts payable by the Lender

If any Party owes an amount to the Lender under the Finance Documents, the Lender may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Lender would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted.

24.5 Reliance and engagement letters

Each Finance Party and Secured Party confirms that each of the Arranger and the Security Agent has authority to accept on its behalf (and ratifies the acceptance on its behalf of any letters or reports already accepted by the Arranger or the Security Agent) the terms of any reliance letter or engagement letters relating to the Property Reports or any reports or letters provided by accountants, auditors or providers of due diligence reports in connection with the Finance Documents or the transactions contemplated in the Finance Documents and to bind it in respect of those Property Reports, reports or letters and to sign such letters on its behalf and further confirms that it accepts the terms and qualifications set out in such letters.

24.6 Role of the Cash Manager

In acting as Cash Manager under this Agreement and the other Finance Documents, the Cash Manager shall do so in accordance with (and with the benefit of the limitations of liability, indemnities and other protections in) the Cash Management Agreement.

25. APPLICATION OF PROCEEDS

25.1 Pre-Enforcement Priority of Payments

Prior to the Enforcement Notice Date, all amounts from time to time standing to the credit of the Transaction Account shall be applied by the Cash Manager in accordance with the Pre-Enforcement Priority of Payments.

25.2 Post-Enforcement Priority of Payments

On and following the Enforcement Notice Date, all amounts from time to time standing to the credit of the Transaction Account and all amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of any Finance Document or in connection with the realisation or enforcement of all or any part of the Transaction Security shall be held by the Security Agent on trust to apply them at any time as the Security Agent (in its

discretion) sees fit, to the extent permitted by applicable law, in accordance with the Post-Enforcement Priority of Payments.

25.3 Prospective liabilities

On and following the Enforcement Notice Date, the Security Agent may, in its discretion, hold any amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of any Finance Document or in connection with the realisation or enforcement of all or any part of the Transaction Security in an interest bearing suspense or impersonal account(s) in the name of the Security Agent with such financial institution (including itself) and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) for later application in accordance with the Post-Enforcement Priority of Payments in respect of:

- (A) any sum to the Security Agent, any Receiver or any Delegate; and
- (B) any part of the Secured Liabilities,

that the Security Agent reasonably considers, in each case, might become due or owing at any time in the future.

25.4 Investment of proceeds

On and following the Enforcement Notice Date, the Security Agent may, in its discretion, hold any amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of any Finance Document or in connection with the realisation or enforcement of all or any part of the Transaction Security in an interest bearing suspense or impersonal account(s) in the name of the Security Agent with such financial institution (including itself) and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) for later application in accordance with the Post-Enforcement Priority of Payments.

25.5 Currency conversion

- (A) For the purpose of, or pending the discharge of, any of the Secured Liabilities the Security Agent may convert any moneys received or recovered by the Security Agent from one currency to another, at a market spot rate of exchange selected by the Security Agent. Any rate, method and date so specified will be binding on an Obligor and the Security Agent shall not be liable for any loss whatsoever caused by or consequential to such conversion except in the case of the fraud, gross negligence or wilful misconduct of the Security Agent.
- (B) The obligations of any Obligor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

25.6 Permitted deductions

The Security Agent shall be entitled, in its discretion:

- (A) to set aside by way of reserve amounts required to meet, and to make and pay, any deductions and withholdings (on account of taxes or otherwise) which it is or may be required by any applicable law to make from any distribution or payment made by it under this Agreement; and
- (B) to pay all Taxes which may be assessed against it in respect of any of the Security Assets, or as a consequence of performing its duties, or by virtue of its capacity as Security Agent under any of the Finance Documents or otherwise (other than in connection with its remuneration for performing its duties under this Agreement).

25.7 Good discharge

- (A) Any payment to be made in respect of the Secured Liabilities by the Security Agent may be made to the Lender and any payment made in that way shall be a good discharge, to the extent of that payment, by the Security Agent.
- (B) The Security Agent is under no obligation to make the payments to the Lender under paragraph (A) above in the same currency as that in which the obligations and liabilities owing to the relevant Finance Party are denominated.

26. CONDUCT OF BUSINESS BY THE FINANCE PARTIES

No provision of this Agreement will:

- (A) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- (B) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- (C) except as contemplated by Clause 10.9 (*FATCA Deduction*) or Clause 10.8 (*FATCA information*), oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

27. SHARING AMONG THE FINANCE PARTIES

27.1 Priorities of payments

- (A) Each Party:
 - (i) agrees and undertakes:
 - (a) to be bound by the Priorities of Payments set out in Schedule 5 (*Priorities of Payments*); and
 - (b) that it will not demand or receive payment of any distribution in respect of, or on account of, any amounts payable by an Obligor or the Security Agent to that Party under the Transaction Documents, in cash or in kind, and will not apply any money or assets in discharge of any such

amounts payable to it (whether by set-off or by any other method), unless all amounts then owing by an Obligor to all other Secured Parties ranking higher in the order of priority set out in the applicable Priority of Payments have been paid in full; and

(ii) acknowledges that:

- (a) prior to the Enforcement Notice Date, payments from the Transaction Account shall be made in accordance with the Pre-Enforcement Priority of Payments; and
- (b) on and following the Enforcement Notice Date, the Pre-Enforcement Priority of Payments shall cease to apply and the Post-Enforcement Priority of Payments shall apply.

(B) Paragraph (A) above will override any appropriation made by the Borrower.

27.2 Payments to the Secured Parties

If any payment or distribution (including by way of set-off) is received by a Secured Party in respect of any amount payable by an Obligor or the Security Agent to that Secured Party under the relevant Transaction Document at a time when, by virtue of the provisions of the relevant Transaction Document and this Agreement, no such payment or distribution should have been made, the amount so received shall be held by the Secured Party upon trust for (prior to the Enforcement Notice Date) the relevant Obligor or (on and following the Enforcement Notice Date) the Security Agent and shall be paid over to the relevant Obligor or, as applicable, the Security Agent as soon as is reasonably practicable following the earlier of:

- (A) receipt of written notice from the relevant Obligor or, as applicable, the Security Agent; and
- (B) actual knowledge of such Secured Party,

in each case, that such payment or distribution should not have been made (whereupon the relevant payment or distribution shall be deemed not to have been made or received).

SECTION 12 ADMINISTRATION

28. PAYMENT MECHANICS

28.1 Payments to the Lender

- (A) On each date on which an Obligor is required to make a payment under a Finance Document, that Obligor shall make (or shall procure that the Cash Manager shall make) the same available to the Lender (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Lender as being customary at the time for settlement of transactions in the relevant currency in the place of payment.
- (B) Payment shall be made to such account in the principal financial centre of the country of that currency and with such bank as the Lender specifies.

28.2 Distributions by the Lender

Any payment received by the Lender under the Finance Documents for another Party shall, subject to Clause 28.3 (*Distributions to an Obligor*) and Clause 28.4 (*Clawback and pre-funding*) be made available by the Lender as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement, to such account as that Party may notify to the Lender by not less than five Business Days' notice with a bank specified by that Party in the principal financial centre of the country of that currency.

28.3 Distributions to an Obligor

The Lender may (with the consent of the relevant Obligor or in accordance with Clause 29 (*Set-off*)) apply any amount received by it for an Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Obligor under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

28.4 Clawback and pre-funding

- (A) Where a sum is to be paid to the Lender under the Finance Documents for another Party, the Lender is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.
- (B) If the Lender pays an amount to another Party and it proves to be the case that the Lender had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid by the Lender shall on demand refund the same to the Lender together with interest on that amount from the date of payment to the date of receipt by the Lender, calculated by the Lender to reflect its cost of funds.

28.5 No set-off by the Obligors

All payments to be made by an Obligor under the Finance Documents shall be calculated and be made, save to the extent contemplated in Clause 10.2 (*Tax gross-up*), without (and free and clear of any deduction for) set-off or counterclaim, except where specifically required by the Finance Documents, including set-off of any payment against amounts payable under the DSRA Loan in accordance with paragraph (B) of Clause 6.1 (*Repayment of the Loan*) and paragraph (B) of Clause 8.2 (*Payment of interest*).

28.6 Business Days

- (A) Other than in relation to any payment of interest or principal under this Agreement, any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall (without affecting the amount of the payment which is due) be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).
- (B) Any payment of interest or principal under this Agreement which is due to be made on a day that is not a Business Day shall (without affecting the amount of the payment which is due) be made on the preceding Business Day.
- (C) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

28.7 Currency of account

- (A) Subject to paragraphs (B) and (C) below, sterling is the currency of account and payment for any sum due from an Obligor under any Finance Document.
- (B) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.
- (C) Any amount expressed to be payable in a currency other than sterling shall be paid in that other currency.

28.8 Change of currency

- (A) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:
 - (i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Lender (after consultation with the Borrower); and
 - (ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of

that currency or currency unit into the other, rounded up or down by the Lender (acting reasonably).

- (B) If a change in any currency of a country occurs, this Agreement will, to the extent the Lender (acting reasonably and after consultation with the Borrower) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the sterling wholesale market and otherwise to reflect the change in currency.

29. SET-OFF

Subject to Clause 27 (*Sharing among the Finance Parties*), a Finance Party may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

30. NOTICES

30.1 Communications in writing

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by email or letter.

30.2 Addresses

The address and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is that identified with its name below or any substitute address or email address or department or officer as the Party may notify to the Lender (or the Lender may notify to the other Parties, if a change is made by the Lender) by not less than five Business Days' notice.

The Lender may notify the Borrower of any substitute or additional Investor Email Address by not less than five Business Days' notice. An Investor Email Address is provided solely for the purpose of receiving a copy of notices which are required to be copied to an Investor Email Address in accordance with any Finance Document and shall not be treated as an address for service of any other communication or document under a Finance Document.

30.3 Delivery

- (A) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:
- (i) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address; or

- (ii) if by way of email, at the time of sending, provided that no delivery failure notification is received by the sender within 24 hours of sending such communication,

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

- (B) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's name below (or any substitute department or officer as the Security Agent shall specify for this purpose).
- (C) Any communication or document which would otherwise become effective, in accordance with paragraphs (A) and (B) above, after 5.00 p.m., or on a non-business day, in the place of receipt shall be deemed only to become effective on the following business day in such place.

30.4 Notification of address and email address

Promptly upon changing its address or email address, the Lender shall notify the other Parties.

30.5 Electronic communication

- (A) Without prejudice to the use of email (which shall be permitted at all times), any communication or document to be made or delivered by one Party to another under or in connection with the Finance Documents may be made or delivered by other electronic means (including, without limitation, by way of posting to a secure website) if those two Parties:
 - (i) notify each other in writing of any information required to enable the transmission of information by that means; and
 - (ii) notify each other of any change to such information supplied by them by not less than five Business Days' notice.
- (B) Any such electronic communication or delivery as specified in paragraph (A) above to be made between an Obligor and a Finance Party may only be made in that way to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication or delivery.
- (C) Any such electronic communication or document as specified in paragraph (A) above made or delivered by one party to another will be effective only when actually received (or made available) in readable form and in the case of any electronic communication or document made or delivered by a Party to the Security Agent only if it is addressed in such a manner as the Security Agent shall specify for this purpose.
- (D) Any electronic communication or document which would otherwise become effective, in accordance with paragraph (C) above, after 5.00 p.m., or on a non-business day, in

the place in which the Party to whom the relevant communication or document is sent or made available has its address for the purpose of this Agreement shall be deemed only to become effective on the following business day in such place.

- (E) Any reference in a Finance Document to a communication being sent or received or a document being delivered shall be construed to include that communication or document being made available in accordance with this Clause 30.5.

30.6 English language

- (A) Any notice given under or in connection with any Finance Document must be in English.
- (B) All other documents provided under or in connection with any Finance Document must be:
 - (i) in English; or
 - (ii) if not in English, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

31. CALCULATIONS AND CERTIFICATES

31.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are *prima facie* evidence of the matters to which they relate.

31.2 Certificates and determinations

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

31.3 Day count convention

Except as otherwise stated in any Finance Document, any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days or, in any case where the practice in the sterling wholesale market differs, in accordance with that market practice.

31.4 Calculations: general

Except in relation to any calculations made by the Determination Agent, the Lender (or an agent or nominee selected by the Lender) shall, in each case acting reasonably and in good faith, calculate all amounts payable by an Obligor under Clause 6 (*Repayment*), Clause 7 (*Prepayment and Cancellation*) and Clause 8 (*Interest*) in accordance with this Agreement.

31.5 Determination Date

On each Determination Date, the Lender (or an agent or nominee selected by the Lender) shall, in each case acting reasonably and in good faith, calculate all amounts payable by an Obligor under Clause 6 (*Repayment*) and Clause 8 (*Interest*) in accordance with this Agreement, including, for the avoidance of doubt, the amount of the interest payment due in respect of the Loan on the Quarterly Payment Date relating to such Determination Date, and all amounts payable under the DSRA Loan on that Quarterly Payment Date, and provide a written confirmation to the Borrower as at the date of such determination together with detailed calculations as to the determination of such amounts.

32. PARTIAL INVALIDITY

If, at any time, any provision of a Finance Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

33. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No election to affirm any Finance Document on the part of any Finance Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

34. AMENDMENTS AND WAIVERS

34.1 Required consents

- (A) Subject to Clause 34.2 (*Exception*), any term of the Finance Documents may be amended or waived only with the consent of the Lender and the Borrower and any such amendment or waiver will be binding on all Parties.
- (B) The Lender may effect, on behalf of any Finance Party, any amendment or waiver permitted by this Clause 34.

34.2 Exception

An amendment or waiver which relates to the rights or obligations of the Security Agent, the Cash Manager, the Account Bank or the Arranger may not be effected without the consent of the Security Agent, the Cash Manager, the Account Bank or the Arranger, as the case may be.

35. CONFIDENTIAL INFORMATION

35.1 Confidentiality

- (A) Each Finance Party (acting in any capacity) agrees to keep all Borrower Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Clause 35.2 (*Disclosure of Borrower Confidential Information*), and, in any case, to ensure that:
- (i) all Borrower Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information; and
 - (ii) no Borrower Confidential Information is used:
 - (a) for any purpose (including, without limitation, the structuring of or entry into any transaction other than pursuant to the Transaction Documents) other than exercising or considering the exercise of its rights and performing or considering the performance of its obligations under the Transaction Documents; or
 - (b) to obtain any other benefit from such Borrower Confidential Information.
- (B) Each Obligor agrees to, and shall procure that the Sponsor and each Sponsor Affiliate shall, keep all Lender Confidential Information confidential and not disclose it to anyone, save to the extent permitted by Clause 35.3 (*Disclosure of Lender Confidential Information*), and, in any case, ensure that:
- (i) all Lender Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information; and
 - (ii) no Lender Confidential Information is used:
 - (a) for any purpose (including, without limitation, the structuring of or entry into any transaction other than pursuant to the Transaction Documents) other than:
 - (1) exercising or considering the exercise of its rights and performing or considering the performance of its obligations under the Transaction Documents; or
 - (2) in accordance with and for the purposes set out in paragraph (B)(ii), (iii) or (iv) of Clause 35.3 (*Disclosure of Lender Confidential Information*); or
 - (b) to obtain any other benefit from such Lender Confidential Information.

35.2 Disclosure of Borrower Confidential Information

Any Finance Party may disclose:

- (A) to any of its Affiliates and Related Funds and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such Borrower Confidential Information as that Finance Party shall consider appropriate if any person to whom the Borrower Confidential Information is to be given pursuant to this paragraph (A) is informed in writing of its confidential nature and that some or all of such Borrower Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Borrower Confidential Information;
- (B) to any person:
 - (i) in the case of the Security Agent, which succeeds (or which may potentially succeed) it as Security Agent and, in each case, to any of that person's Affiliates, Related Funds, Representatives and professional advisers;
 - (ii) appointed by any Party or by a person to whom paragraph (B)(i) applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf;
 - (iii) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;
 - (iv) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;
 - (v) to whom information is required to be disclosed in connection with any Insurance;
 - (vi) to whom or for whose benefit the Lender charges, assigns or otherwise creates Security (or may do so) pursuant to Clause 22.3 (*Security over the Lender's rights*);
 - (vii) who is a Party;
 - (viii) to any person who invests in or otherwise finances (or may potentially invest in or otherwise finance) the Loan or any other person in connection with such investment or financing; or
 - (ix) with the consent of the Borrower,

in each case, such Borrower Confidential Information as that Finance Party shall consider appropriate if:

- (a) in relation to paragraph (B)(ii) above, the person to whom the Borrower Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Borrower Confidential Information; and
- (b) otherwise, the person to whom the Borrower Confidential Information is to be given is informed of its confidential nature and that some or all of such Borrower Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the disclosing Party, it is not practicable so to do in the circumstances; and
- (C) to any rating agency (including its professional advisers), such Borrower Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents, the Obligors, the Lender and/or the financing arrangements of the Lender.

35.3 Disclosure of Lender Confidential Information

Each Obligor may disclose:

- (A) to any of its Affiliates, the Sponsor and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such Lender Confidential Information as that Obligor shall consider appropriate if any person to whom the Lender Confidential Information is to be given pursuant to this paragraph (A) is informed in writing of its confidential nature and that some or all of such Lender Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Lender Confidential Information; and
- (B) to any person:
 - (i) appointed by an Obligor to receive communications, notices, information or documents delivered pursuant to the Transaction Documents on its behalf;
 - (ii) that is a tax authority of competent jurisdiction in connection with the proper conduct of the Tax affairs of an Obligor or its Affiliates;
 - (iii) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;

- (iv) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;
- (v) to whom information is required to be disclosed in connection with any Insurance;
- (vi) who is a Party;
- (vii) where the Lender Confidential Information relates solely to the identity of the Lender and the key legal terms (but, for the avoidance of doubt, not pricing or other key commercial terms) of the Transaction Documents, to any actual or potential funder providing finance that will refinance the Loan and/or any financing secured against the Occupational Leases and to any of that person's Affiliates and professional advisers;
- (viii) to any person that is a purchaser or potential purchaser of the Sponsor or the Obligors; or
- (ix) with the consent of the Lender and the Arranger,

in each case such Lender Confidential Information as that Obligor shall consider necessary if:

- (a) in relation to paragraph (B)(i) or (vii) above, the person to whom the Lender Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Lender Confidential Information; and
- (b) in relation to paragraph (B)(viii) above, the person to whom the Lender Confidential Information is to be given has entered into a Confidentiality Undertaking; and
- (c) otherwise, the person to whom the Lender Confidential Information is to be given is informed of its confidential nature and that some or all of such Lender Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of that Obligor, it is not practicable so to do in the circumstances,

provided that any Lender Restricted Confidential Information may only be disclosed with the prior written consent of the Lender and the Arranger, where it is strictly necessary for it to be disclosed by the rules of any relevant stock exchange or by applicable law or regulation or, in relation to paragraph (B)(viii) above, where the requirements of paragraph (b) above have been satisfied.

35.4 Entire agreement

This Clause 35 constitutes the entire agreement between the Parties in relation to the obligations of the Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

35.5 Inside information

Each of the Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each of the Parties undertakes not to use any Confidential Information for any unlawful purpose.

35.6 Notification of disclosure

- (A) Each Finance Party agrees (to the extent permitted by law and regulation) to inform the Borrower:
 - (i) of the circumstances of any disclosure of Borrower Confidential Information made pursuant to paragraph (B)(iii) of Clause 35.2 (*Disclosure of Borrower Confidential Information*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and
 - (ii) upon becoming aware that Borrower Confidential Information has been disclosed in breach of this Clause 35.
- (B) Each Obligor agrees (to the extent permitted by law and regulation) to inform the Lender:
 - (i) of the circumstances of any disclosure of Lender Confidential Information made pursuant to paragraph (B)(iii) of Clause 35.3 (*Disclosure of Lender Confidential Information*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and
 - (ii) upon becoming aware that Lender Confidential Information has been disclosed in breach of this Clause 35.

35.7 Continuing obligations

The obligations in this Clause 35 are continuing and, in particular, shall survive and remain binding on each Party for a period of 12 months from the earlier of:

- (A) the date on which all amounts payable by the Obligors under or in connection with the Finance Documents have been paid in full and the Commitment has been cancelled or otherwise cease to be available; and

- (B) the date on which such Party otherwise ceases to be a Party.

35.8 No Event of Default

Without prejudice to any Finance Party's right to enforce any provision of this Clause 35 by seeking an injunction or specific performance, or to obtain damages for any breach of this Clause 35 (which each Obligor acknowledges may not be an adequate remedy), no Event of Default or Default will occur under Clause 21.4 (*Other obligations*) by reason only of an inadvertent failure by an Obligor to comply with any provision of this Clause 35.

36. COUNTERPARTS

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

37. RESTRICTIONS ON WINDING-UP PETITIONS AGAINST THE OBLIGORS

Each Party agrees that:

- (A) only the Security Agent may enforce the Transaction Security in accordance with, and subject to the terms of, the Intercreditor Agreement and the Security Documents;
- (B) to the extent permitted by law, no recourse under any obligation, covenant or agreement of any person contained in this Agreement shall be had against any officer, agent, employee or director of an Obligor by the enforcement of any assessment or by any legal proceedings, by virtue of any statute or otherwise; it being expressly agreed and understood that this Agreement and each other Finance Document is a corporate obligation of each Obligor and no personal liability shall attach to or be incurred by the officers, agents or directors of any Obligor as such, or any of them, under or by reason of any of the obligations, covenants or agreements of any Obligor herein or therein or implied herefrom or therefrom, and that any and all personal liability for breaches by such person of any such obligations, covenants or agreements, either under any applicable law or by statute or constitution, of every such officer, agent, employee or director is hereby expressly waived by each person expressed to be a Party as a condition of, and in consideration for, the execution of this Agreement and by each Secured Party as a condition of, and in consideration for, benefiting from the Transaction Security; and
- (C) it shall not take any corporate action or other steps or legal proceedings for the winding-up of an Obligor or for the appointment of a liquidator in respect of an Obligor, save as permitted by and in accordance with the Intercreditor Agreement and the Security Documents (as applicable) and save that it may join or prove in any proceedings commenced by a third party without reference to it.

SECTION 13
GOVERNING LAW AND ENFORCEMENT

38. GOVERNING LAW

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

39. ENFORCEMENT

- (A) Unless specifically provided in another Finance Document in relation to that Finance Document, the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with any Finance Document (including a dispute relating to the existence, validity or termination of any Finance Document or any non-contractual obligation arising out of or in connection with any Finance Document) (a “**Dispute**”).
- (B) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (C) Notwithstanding paragraph (A) above, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

THIS AGREEMENT has been entered into on the date stated at the beginning of this Agreement.

Schedule 1
The Initial Properties

Owner	Description of Property	Address of Property	Title Number	Allocated Loan Amount
Spire No. 23	Spire Cambridge Lea	Spire Cambridge Lea Hospital 30 New Road, Impington, CB24 9EL and part of Spire Cambridge Lea Hospital, 30 New Road, Impington CB24 9EL	CB 147796 & CB133453 (Freehold)	£77,143,434.89
Spire No. 16	Spire Cardiff	Spire Cardiff Hospital, Croescadarn Road, Pentwyn, Cardiff, CF23 8XL and land on the west side of Croescadarn Road, Pentwyn	WA617582 & WA636646 (Freehold)	£78,761,121.60
CHP	Spire Dunedin	39 Downshire Square, Reading RG1 6NH	BK393543 (Freehold)	£13,548,126.18
		20 Bath Road, Reading RG1 6NB	BK162249 (Freehold)	
		37 Downshire Square, Reading RG1 6NH	BK75506 (Freehold)	
		18 Bath Road, Reading RG1 6NB	BK30897 (Freehold)	
		16 Bath Road, Reading RG1 6NS	BK120985 (Freehold)	
		13 Bath Road, Reading RG1 6HJ	BK139015 (Freehold)	
Spire No. 5	Spire Harpenden	Harpenden Hospital, Ambrose Lane, Harpenden, AL5 4BP and Spire Harpenden Hospital, Ambrose Lane, Harpenden, AL5 4BP	HD370220 & HD144288 (Freehold)	£69,358,317.61
Spire No. 19	Spire Hartwood	Land on the south side of Eagle Way, Great Warley, Brentwood, Essex, CM13 3LE	EX254375 (Freehold)	£76,570,504.18
SHP	Spire Nottingham	Land on the east side of Tollerton Lane, Tollerton, Nottingham, Nottinghamshire, NG12 4GA	NT512403 (Freehold)	£40,947,694.80
Spire No. 1	Spire Parkway	Damson Park, Damson Parkway, Solihull, West Midlands, B91 2PP and 1a Damson Parkway, Solihull, West Midlands, B91 2PP	WM223608 & WM292277 (Leasehold)	£38,420,059.32
CHP	Spire Regency	Land on the north west side of Cumberland Street, Macclesfield, Cheshire, SK11 8DW	CH315904 (Freehold)	£19,547,047.72
SHP	Spire St Anthony's	St. Anthony's Hospital, 801 London Road, Sutton, Surrey, SM3 9DW	SGL742040 (Freehold)	£39,532,218.93
STV	Spire Thames Valley	The Thames Valley Nuffield Hospital, Wexham Street, Wexham, Slough SL3 6NH, land lying to the east of Wexham Street, Slough and land lying to the east of Wexham Street, Stoke Poges	BM275148, BM157131 & BM157272 (Freehold)	£8,728,767.86
Spire No. 4	Spire Wellesley	Spire Wellesley Hospital, Eastern Avenue, Southend-on-Sea, Essex, SS2 4XH	EX246338 (Freehold)	£37,442,706.93

Schedule 2
Conditions Precedent

Part A
Conditions Precedent to Utilisation

1. The Borrower, Spire No. 1 and the Shareholder

- (A) A copy of the constitutional documents of the Borrower, Spire No. 1 and the Shareholder.
- (B) A copy of a resolution of the board of directors of the Borrower, Spire No. 1 and the Shareholder:
 - (i) approving the terms of, and the transactions contemplated by, the Transaction Documents to which it is a party and resolving that it execute, deliver and perform the Transaction Documents to which it is a party;
 - (ii) authorising a specified person or persons to execute the Transaction Documents to which it is a party on its behalf; and
 - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, in the case of the Borrower, the Utilisation Request) to be signed and/or despatched by it under or in connection with the Transaction Documents to which it is a party.
- (C) A shareholder authorisation of the Borrower, Spire No. 1 and the Shareholder approving the terms of, and transactions contemplated by, the Transaction Documents to which it is a party.
- (D) A specimen of the signature of each person authorised by the resolution referred to in paragraph (B) above.
- (E) A certificate of the Borrower (signed by an authorised signatory) confirming that borrowing, guaranteeing and/or securing, as appropriate, the Commitment would not cause any borrowing, guarantee, security or similar limit binding on the Borrower, Spire No. 1 or the Shareholder to be exceeded.
- (F) A certificate of the Borrower, Spire No. 1 and the Shareholder (each signed by an authorised signatory) certifying that each copy document specified in this Schedule 2 is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement.
- (G) A solvency certificate of the Borrower, Spire No. 1 and the Shareholder (each signed by an authorised signatory) in respect of it.
- (H) A copy of Spire No. 1's most recent annual financial statements.

2. **The Sellers**

- (A) A copy of the constitutional documents of each of the Sellers.
- (B) A copy of a resolution of the board of directors of each of the Sellers:
 - (i) approving the terms of, and the transactions contemplated by, the Transaction Documents to which it is a party and resolving that it execute, deliver and perform the Transaction Documents to which it is a party;
 - (ii) authorising a specified person or persons to execute the Transaction Documents to which it is a party on its behalf; and
 - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Transaction Documents to which it is a party.
- (C) A shareholder authorisation of each of the Sellers approving the terms of, and transactions contemplated by, the Transaction Documents to which it is a party.
- (D) A solvency certificate of each Seller (signed by an authorised signatory) in respect of it.

3. **Valuation and survey**

- (A) A copy of the Initial Valuation and an executed reliance letter in favour of the Finance Parties in respect of the Initial Valuation.
- (B) A copy of the technical due diligence survey report in respect of each Initial Property and an executed reliance letter in favour of the Finance Parties in respect of the technical due diligence survey report in respect of each Initial Property.

4. **Insurance**

- (A) Evidence, by way of (i) a letter from the relevant Obligor's insurance brokers addressed to the Finance Parties and in form and substance satisfactory to the Lender; or (ii) a copy of an insurance report in respect of the buildings insurances in relation to each Initial Property and an executed reliance letter in favour of the Finance Parties in respect of that report, in each case confirming that the insurance cover in force in respect of each Initial Property complies with the terms of this Agreement (including the insurer rating requirements in Clause 20.9 (*Insurances*)) and that the necessary premia have been paid.
- (B) A reinstatement cost assessment for each Initial Property and an executed reliance letter in favour of the Finance Parties in respect of the same.

5. **Property**

In this section an “**acceptable undertaking**” means a solicitor’s undertaking from a firm of solicitors regulated by the Solicitors Regulation Authority and approved for this purpose by the Lender and in form and substance satisfactory to the Lender.

- (A) All title documents relating to the Borrower’s and Spire No. 1’s interests in its Initial Properties or an acceptable undertaking to hold the same to the order of the Security Agent.
- (B) Copies of all Lease Documents in electronic format, to the extent not provided in relation to a separate paragraph of this Schedule 2.
- (C) An official search with priority in respect of:
 - (i) other than in respect of the Solihull Property, an intended transfer in favour of the Borrower;
 - (ii) other than in respect of the Solihull Property, an intended lease in favour of the Initial Tenant; and
 - (iii) an intended charge in favour of the Security Agent,on the appropriate forms against all of the registered titles comprising the relevant interests in the Property and:
 - (i) giving not less than 20 Business Days’ priority beyond the date of the relevant Security Agreement; and
 - (ii) showing no adverse entries.
- (D) In respect of each Initial Property other than the Solihull Property, the following documents duly executed by the parties thereto:
 - (i) a deed of transfer from the Seller to the Borrower; and
 - (ii) a deed of surrender of the existing Occupational Lease from the Initial Tenant to the Borrower.
- (E) The report on title in respect of the Initial Properties issued by Dickson Minto LLP with reliance for the Lender and the Security Agent.
- (F) Written evidence confirming that the Title Indemnity Policy is on risk on or prior to the Utilisation Date and an undertaking (subject to inception) to pay the Title Indemnity Policy premiums that are due in accordance with its terms within three Business Days of the Utilisation Date.
- (G) All necessary HM Land Registry application forms in relation to the transfer of each Initial Property (other than the Solihull Property) to the Borrower, the surrender (or, in

the case of the Solihull Property, the variation pursuant to a deed of release and variation) of the existing occupational leases, the discharge of the existing mortgages in favour of National Westminster Bank plc, the grant (other than in respect of the Solihull Property) of each Occupational Lease and the charging of each Initial Property in favour of the Security Agent, duly completed, and an acceptable undertaking in relation to the filing (including payment of applicable fees) and production of the same.

- (H) A land transaction return in relation to any stamp duty land tax or land transaction tax payable in connection with the transfer of each Initial Property (other than the Solihull Property) to the Borrower and grant (or, in the case of the Solihull Property, the variation pursuant to a deed of release and variation) of each Occupational Lease, duly completed, and an acceptable undertaking in relation to the filing and production of the same.
- (I) Copies of all Authorisations required in connection with the completion of the transfer of each Initial Property (other than the Solihull Property), the surrender (or, in the case of the Solihull Property, the variation pursuant to a deed of release and variation) of the existing occupational leases, the discharge of the existing mortgages in favour of National Westminster Bank plc, the grant (other than in respect of the Solihull Property) of each Occupational Lease and the charging of each Initial Property in favour of the Security Agent.
- (J) All deeds of covenant and restriction certificates required in connection with the completion of the transfer of each Initial Property (other than the Solihull Property), the grant (or, in the case of the Solihull Property, the variation pursuant to a deed of release and variation) of each Occupational Lease and grant of the Security.
- (K) A copy of a notice to the reversioner of the charging of each Headlease to the Security Agent, and an acceptable undertaking to serve the same and pay relevant fees.
- (L) Copies of rent authority letters to each tenant under any Lease Documents, together with an acceptable undertaking to serve the same.
- (M) A completion undertaking in respect of the completion of each transfer, surrender (or, in the case of the Solihull Property, the variation pursuant to a deed of release and variation) of the existing Occupational Leases, the discharge of the existing mortgages in favour of National Westminster Bank plc, the grant (other than in respect of the Solihull Property) of each Occupational Lease and the charging of each Initial Property in favour of the Security Agent.
- (N) A copy of the current Energy Performance Certificate in respect of each Initial Property or evidence that an Energy Performance Certificate is not required under applicable law or regulation.
- (O) In respect of each Occupational Lease, a duly sworn statutory declaration for the purposes of contracting out of the security of tenure provisions of the Landlord and Tenant Act 1954.

- (P) In respect of the Solihull Property, a duly sworn statutory declaration in relation to the agreement for surrender of the existing Occupational Lease for the purposes of contracting out of the security of tenure provisions of the Landlord and Tenant Act 1954.

6. **Transaction Documents**

- (A) This Agreement executed by the Obligors, the Security Agent and the Cash Manager.
- (B) The DSRA Loan Agreement executed by the Borrower and the Security Agent.
- (C) The Letter of Credit.
- (D) The completed Utilisation Request.
- (E) A Security Agreement executed by the Borrower and the Security Agent and a limited recourse Security Agreement executed by the Shareholder and the Security Agent.
- (F) The Cash Management Agreement executed by all parties thereto.
- (G) The Account Bank Agreement executed by all parties thereto.
- (H) The Fee Letters executed by all parties thereto.
- (I) The Intercreditor Agreement executed by all parties thereto.
- (J) In respect of each Initial Property other than the Solihull Property, the Initial Occupational Lease executed by the Borrower (as landlord) and the Initial Tenant (as tenant).
- (K) In respect of the Solihull Property, a deed of release and variation of the Occupational Lease between Spire No. 1 (as landlord), the Initial Tenant (as tenant) and Spire Healthcare Group plc (as guarantor).
- (L) In respect of the Solihull Property, an agreement for surrender of the Occupational Lease between Spire No. 1 (as landlord) and the Initial Tenant (as tenant).
- (M) A Rent Deposit Deed in respect of each Initial Property executed by the parties thereto.
- (N) A copy of all notices required to be sent under the Security Documents executed by the Obligors duly acknowledged by the addressee to the extent such notices and acknowledgements are required to be procured on or prior to the Utilisation Date.
- (O) In respect of all the shares in issue in the Obligors, the original wet-ink share certificates representing title to such shares and a duly executed and undated stock transfer form in respect of such shares.
- (P) A completed MR01 in respect of each Security Agreement.
- (Q) An Accession Deed, duly executed by Spire No. 1 and the Obligors' Agent.

- (R) An accession deed in respect of the Intercreditor Agreement, duly executed by Spire No. 1.
- (S) An accession deed in respect of each Security Agreement to which Spire No. 1 is required or contemplated to be party, duly executed by Spire No. 1.

7. Opinions and reports

- (A) A copy of the Tax Structuring Paper, addressed to, or otherwise capable of being relied upon by, the Lender.
- (B) A legal opinion of Slaughter and May substantially in the form distributed to the Lender prior to signing this Agreement.

8. Other documents and evidence

- (A) Confirmation being received from the Lender and the Security Agent that their respective anti-money laundering and “know your customer” requirements have been duly completed in respect of each Obligor.
- (B) The Group Structure Chart.
- (C) The Restricted Lender List agreed in writing between the Borrower and the Lender.
- (D) The Funds Flow Statement in a form agreed by the Borrower and the Lender detailing the proposed movement of funds on or around the Utilisation Date.
- (E) Evidence of the opening of each Account required to be opened by the Borrower.
- (F) Evidence that all fees and the costs and expenses then due from the Obligors pursuant to Clause 9 (*Fees*) and Clause 13 (*Costs and Expenses*) have been paid or will be paid by the Utilisation Date.
- (G) Evidence that all Existing Indebtedness will be repaid, all commitments under the Existing Facility Agreement will be cancelled, and all Existing Security will be released, on the Utilisation Date.
- (H) A copy of the shareholder circular in respect of the Spire Group Acquisition, and the court order and the RNS announcement evidencing that such transaction has taken effect via a scheme of arrangement (the “**Scheme**”).
- (I) Evidence of the reregistration of Spire Healthcare Group plc as a private limited company.
- (J) A certificate of the Borrower (signed by an authorised signatory) confirming that:
 - (i) the Scheme effective date has occurred;

- (ii) no term or condition of the Scheme, as set out in the Scheme documentation, has been waived or amended without the prior written consent of the Lender; and
- (iii) the court order, Scheme press release and Scheme circular appended to the certificate are true, correct and complete copies and in full force and effect as at a date no earlier than the Utilisation Date.

Part B
Conditions Precedent to be delivered by a Guarantor

1. An Accession Deed, duly executed by the Guarantor and the Obligors' Agent.
2. An accession deed in respect of the Intercreditor Agreement, duly executed by the Guarantor.
3. An accession deed in respect of each Security Agreement to which the Guarantor is required or contemplated to be party, duly executed by the Guarantor.
4. A copy of the constitutional documents of the Guarantor.
5. A copy of a resolution of the board of directors (or equivalent management body) of the Guarantor:
 - (a) approving the terms of, and the transactions contemplated by, the Accession Deed and the Transaction Documents and resolving that it execute the Accession Deed and each other Transaction Document to which it is a party;
 - (b) authorising a specified person or persons to execute the Accession Deed and each other Transaction Document to which it is a party on its behalf; and
 - (c) authorising a specified person or persons, on its behalf, to sign and/or despatch all other documents and notices to be signed and/or despatched by it under or in connection with the Transaction Documents.
6. A specimen of the signature of each person authorised by the resolution referred to in paragraph 5 above.
7. A certificate of the Guarantor (signed by an authorised signatory) confirming that guaranteeing and securing the Commitment would not cause any guarantee, security or similar limit binding on it to be exceeded.
8. A certificate of the Guarantor (signed by an authorised signatory) confirming that each copy document listed in this Part B of Schedule 2 is correct, complete and in full force and effect as at a date no earlier than the date of the Accession Deed.
9. A copy of any other Authorisation or other document, opinion or assurance which the Lender (acting reasonably) considers to be necessary in connection with the entry into and performance of the transactions contemplated by the Accession Deed and each other Transaction Document to which the Guarantor is party or for the validity and enforceability of any Transaction Document.
10. A legal opinion of the legal advisers to the Lender in England as to English law.
11. A copy of the Guarantor's most recent annual financial statements.

Schedule 3
Utilisation Request

From: [Borrower]

To: [Lender]

Copy: [Security Agent]

Dated:

Facility Agreement
dated [●] (the “Agreement”)

1. We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.
2. We wish to borrow the Loan on the following terms:

Proposed Utilisation Date: [●] (or, if that is not a Business Day, the next Business Day)

Amount: £[●].
3. We confirm that each condition specified in Clause 4.2 (*Further conditions precedent*) of the Agreement will be satisfied on or before the Utilisation Date.
4. We confirm that, as at the proposed Utilisation Date:
 - (A) the Loan to Value will be [●] per cent.;
 - (B) the Projected Interest Cover will be [●] per cent.; and
 - (C) the yield of the Reference Gilt determined for the purposes of the definition of “Interest Rate” is [●] per cent. per annum.
5. We [set out below/attach] calculations establishing the figures in paragraph 4 above:

[●].
6. The proceeds of the Loan should be credited in accordance with the Funds Flow Statement. We confirm that you may deduct from the Loan (although the amount of the Loan will remain the amount requested above) amounts in respect of any interest, costs, fees and expenses due on the Utilisation Date [and any amount advanced on such date in respect of the DSRA Loan], in accordance with the Funds Flow Statement.
7. This Utilisation Request is irrevocable.

Yours faithfully

.....

director for

[*Borrower*]

.....

authorised signatory for

[*Borrower*]

Schedule 4

Prepayment Amount

The “**Prepayment Amount**” will be, in relation to the Loan (or part thereof), the higher of:

- (a) the net present value determined to be appropriate by a Determination Agent (acting in good faith) as being the net present value at which the Gross Redemption Yield on the aggregate residual cashflows under the Loan (or relevant part thereof if the prepayment is partial) on the Reference Date is equal to (i) the Gross Redemption Yield of the Reference Gilt agreed between the Lender and the Borrower for the purposes of paragraph (b) of the definition of “Interest Rate”, as recorded in the Utilisation Request, plus (ii) 0.4 per cent. or, where the Prepayment Amount is being calculated following the service of an Enforcement Notice, 1.0 per cent.; and
- (b) the net present value determined to be appropriate by a Determination Agent (acting in good faith) as being the net present value at which the Gross Redemption Yield on the aggregate residual cashflows under the Loan (or relevant part thereof if the prepayment is partial) on the Reference Date is equal to (i) the Gross Redemption Yield at 3:00 p.m. (London time) on the Reference Date of the benchmark listed Sterling obligation of the United Kingdom Government whose duration most closely matches that of the Loan, being, as at the date of this Agreement, the Reference Gilt, plus (ii) 0.4 per cent. or, where the Prepayment Amount is being calculated following the service of an Enforcement Notice, 1.0 per cent.

If the Lender disagrees with the Prepayment Amount as calculated by the Determination Agent, the Lender shall be entitled to select an alternative Determination Agent with the consent of the Borrower (such consent not to be unreasonably withheld or delayed and, if the Borrower has not responded to a request for consent within 10 Business Days of receipt of such request, the Borrower shall be deemed to have given its consent) (an “**Alternate Determination Agent**”). The Lender and the Borrower shall (and the Lender will procure that the Alternate Determination Agent shall) consult in good faith to agree the Prepayment Amount as calculated by the Alternate Determination Agent. If, following consultation, the parties do not reach an agreement on the Prepayment Amount, then the decision of the Alternate Determination Agent shall apply.

“**Determination Agent**” means a leading broker, primary dealer or other expert operating in the gilt and/or swap market selected by the Lender with the consent of the Borrower (such consent not to be unreasonably withheld or delayed and, if the Borrower has not responded to a request for consent within 10 Business Days of receipt of such request, the Borrower shall be deemed to have given its consent).

“**Gross Redemption Yield**” means a yield expressed as a percentage and calculated on a basis consistent with the basis indicated by the United Kingdom Debt Management Office publication “Formulae for Calculating Gilt Prices from Yields” published 8 June 1998 with effect from 1 November 1998 and updated on 15 January 2002 and 16 March 2005, or any replacement therefor.

“**Reference Date**” means the date which is two Business Days prior to:

- (a) in the case of any prepayment other than following an acceleration of the Loan (or part thereof), the date on which such prepayment is due to be made; and
- (b) in the case of an acceleration of the Loan (or part thereof), the Enforcement Notice Date.

“Reference Gilt” means the 4⁵/₈% Treasury Gilt 2037 (ISIN GB00BVP99905).

Schedule 5 Priorities of Payments

Part A Pre-Enforcement Priority of Payments

Prior to the Enforcement Notice Date, on any Business Day, the Borrower shall, or shall procure that the Cash Manager will instruct the Account Bank to, make or provide for such payments (or, in each case, to reserve for any such payments which are expected to be due and payable prior to the next Quarterly Payment Date) from amounts standing to the credit of the Transaction Account in the following order of priority (such order of application being the “**Pre-Enforcement Priority of Payments**”):

- (a) *firstly, pari passu and pro rata*, in payment or satisfaction of the fees, costs, charges, expenses and liabilities (including unpaid indemnity amounts) due and payable by the Obligors to the Security Agent, or any Delegate or Receiver appointed by the Security Agent, in each case under the Finance Documents;
- (b) *secondly*, in payment or satisfaction of any Tax for which the Obligors are primarily liable, or primarily liable to account, to the appropriate tax authorities;
- (c) *thirdly, pari passu and pro rata*, in payment or satisfaction of the fees, costs, charges, expenses, indemnities and liabilities due and payable by the Obligors to any of the following pursuant to the Transaction Documents:
 - (i) a Determination Agent or Accounting Expert;
 - (ii) the Cash Manager;
 - (iii) the Account Bank;
 - (iv) any auditor, accountant, valuer or other professional services provider appointed by an Obligor; or
 - (v) the Lender by way of the Operating Fees;
- (d) *fourthly, pari passu and pro rata*, in or towards satisfaction of interest due and payable by the Obligors to the Lender in respect of the Loan and any fees due and payable by the Obligors pursuant to any Transaction Document (to the extent not paid or reserved pursuant to paragraphs (a) to (c) above);
- (e) *fifthly, pari passu and pro rata*, in or towards satisfaction of principal or any other amount (including any Prepayment Amount) payable by the Obligors to the Lender in respect of the Loan under this Agreement;
- (f) *sixthly, pari passu and pro rata*, in payment or satisfaction of any and all other amounts due and payable by the Obligors under:
 - (i) *firstly*, the Finance Documents; and

(ii) *secondly*, the other Transaction Documents,

to the extent not referred to in any other paragraph of this Pre-Enforcement Priority of Payments; and

(g) *seventhly*, provided that no Default or Cash Trap Event is continuing and the Repeating Representations are correct on the relevant Quarterly Payment Date, any excess on a Quarterly Payment Date to be available for the account of the Borrower and to be paid by the Cash Manager to the General Account.

Part B

Post-Enforcement Priority of Payments

On and following the Enforcement Notice Date, all amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of any Security Document or in connection with the realisation or enforcement of all or any part of the Transaction Security shall be held by the Security Agent on trust to apply them at any time as the Security Agent (in its discretion) sees fit, to the extent permitted by applicable law, in the following order of priority (such order of application being the “**Post-Enforcement Priority of Payments**”):

- (a) *firstly, pari passu and pro rata*, in payment or satisfaction of the fees, costs, charges, expenses and liabilities (including unpaid indemnity amounts) due and payable by the Obligors to the Security Agent, or any Delegate or Receiver appointed by the Security Agent, in each case under the Finance Documents;
- (b) *secondly, pari passu and pro rata*, in payment or satisfaction of the fees, costs, charges, expenses and liabilities (including unpaid indemnity amounts) incurred by any Finance Party and due and payable by the Obligors in connection with any realisation or enforcement of the Transaction Security or otherwise the enforcement of the rights of any Finance Party under the Finance Documents;
- (c) *thirdly, pari passu and pro rata*, in payment or satisfaction of the fees, costs, charges, expenses, indemnities and liabilities due and payable by the Obligors to any of the following pursuant to the Transaction Documents:
 - (i) a Determination Agent or Accounting Expert;
 - (ii) the Cash Manager;
 - (iii) the Account Bank;
 - (iv) any auditor, accountant, valuer or other professional services provider appointed by an Obligor; or
 - (v) the Lender by way of the Operating Fees;
- (d) *fourthly, pari passu and pro rata*, in or towards satisfaction of any interest, fees, principal and all other amounts (including any Prepayment Amount) payable by the Obligors to the Lender in respect of the Loan under this Agreement;
- (e) *fifthly, pari passu and pro rata*, in payment or satisfaction of any and all other amounts due from the Obligors under:
 - (i) *firstly*, the Finance Documents; and
 - (ii) *secondly*, the other Transaction Documents,to the extent not referred to in any other paragraph of this Post-Enforcement Priority of Payments;
- (f) *sixthly*, in or towards satisfaction of any Tax payable by the Obligors; and

- (g) *seventhly*, following the discharge in full of all amounts under the Transaction Documents and all other prior-ranking amounts, any excess to be for the account of the Borrower and to be paid by the Cash Manager to the General Account.

Schedule 6
Substitution of a Property

Part A
Procedure for substituting a Property

1. Proposed substitutions

1.1 An Obligor may serve a Proposed Substitution Notice on the Lender (with a copy to each Investor Email Address), provided that no more than two Proposed Substitution Notices and Proposed Contribution Notices may be outstanding in aggregate at any time unless otherwise agreed by the Lender. Such Proposed Substitution Notice shall:

- (A) identify the Property and the Substitute Property which are to be the subjects of the proposed Substitution;
- (B) be accompanied by the Evidence; and
- (C) warrant that:
 - (i) the financial information forming part of the Evidence, in respect of the period for which it is given is; and
 - (ii) the information supplied to the solicitors for the purposes of preparing the Certificate of Title in respect of the Substitute Property, will at the Completion Date be,

true, complete and accurate in all material respects.

1.2 The Lender shall use all reasonable endeavours within 30 Business Days of receipt of a Proposed Substitution Notice to:

- (A) inspect, or procure the inspection of, the proposed Substitute Property if it so requires;
- (B) procure a rating evaluation service report confirming the anticipated impact of the proposed Substitution on the long-term credit rating in respect of the Lender's financing arrangements and confirm to the relevant Obligor whether Substitution Criterion 8 would be satisfied;
- (C) review the Evidence and provide any representations in respect of the same, in response to which the relevant Obligor shall procure that updated drafts are provided to the Lender taking due account of such representations; and
- (D) commission a market report if it so requires (acting reasonably).

1.3 The relevant Obligor shall use all reasonable endeavours to procure that prompt replies and such supporting documentation as the Lender may require (acting reasonably) are given to each and every reasonable enquiry made by or on behalf of the Lender in respect of a proposed Substitute Property.

2. **Approval**

- 2.1 A proposed substitution shall be a Permitted Substitution subject to the Substitute Property and the Substitution being approved by the Lender, such approval not to be unreasonably withheld or delayed, provided that the Lender shall be deemed to be reasonable in withholding approval if, in its reasonable opinion, having regard (without limitation) to the Evidence and to any additional information obtained pursuant to paragraphs 1.2 and 1.3 of this Part A of this Schedule 6 or which is otherwise in the Lender's possession, any of the Substitution Criteria are not met in relation to the Substitute Property as at the date of the relevant Proposed Substitution Notice or at the date of its response or where the proposed substitution would result in the aggregate Market Value of the Substitute Properties acquired by the Borrower in any 12-month period exceeding 25 per cent. of the aggregate Initial Market Value of the Initial Properties. If the Lender approves the Substitute Property and the Substitution, the Lender shall serve an Acceptance Notice on the relevant Obligor confirming that the proposed substitution is a Permitted Substitution, which notice shall be irrevocable.
- 2.2 If the Lender does not provide any response to a Proposed Substitution Notice within 30 Business Days of receipt, then it shall be deemed to have been approved, provided that the relevant Obligor shall provide the Lender (with a copy to each Investor Email Address) with a written reminder of any such Proposed Substitution Notice on the date falling:

- (A) 10 Business Days following receipt; and
- (B) 20 Business Days following receipt,

in each case where the Lender has not provided any response to the relevant Proposed Substitution Notice prior to that date.

3. **Completion**

- 3.1 The relevant Obligor shall complete the Transactions comprising a Permitted Substitution on the relevant Completion Date (failing which the relevant Acceptance Notice shall lapse) subject to satisfaction of the following conditions (which the relevant Obligor shall procure are satisfied on the Completion Date):
- (A) the "Yearly Rent" as defined in and which has become due under the relevant Occupational Lease of the Substituted Property up to and including the Completion Date having been paid in full;
 - (B) the relevant Obligor paying to the Lender all amounts properly due up to and including the Completion Date in connection with the Permitted Substitution;
 - (C) there being no fact or circumstance outstanding in respect of the proposed Substitute Property which would, had the Substitute Occupational Lease already been granted, entitle the Borrower to re-enter the proposed Substitute Property pursuant to clause 5.1 of the Substitute Occupational Lease (ignoring for this purpose clause 5.2 of the Substitute Occupational Lease) (or equivalent provisions thereof);
 - (D) all requisite Third Party Consents having been obtained and delivered to the Lender;

- (E) the relevant Obligor delivering to the Lender on or prior to the Completion Date:
- (i) either:
 - (a) the Certificate of Title dated on the Completion Date and addressed to the Security Agent and the Lender and in the form of the most recent draft submitted to the Lender; or
 - (b) a good and marketable title insurance policy for the Substitute Property with a reputable insurer on terms acceptable to the Lender;
 - (ii) the Building Survey, the Environmental Assessment, the Flood Risk Assessment and the Valuation Report, each dated on the Completion Date and addressed to, or capable of being relied upon by, the Security Agent and the Lender and each substantially in the form of the most recent draft submitted to the Lender;
 - (iii) the Property Transfer duly executed by the relevant Obligor and the relevant transferee (if applicable);
 - (iv) the Substitute Property Transfer duly executed by the relevant transferor and the relevant Obligor;
 - (v) the Substitute Occupational Lease duly executed by the relevant Obligor and the Substitute Tenant and, if applicable, any guarantor;
 - (vi) all completed certificates and consents in relation to any restrictions registered against the title to the Property or the Substitute Property (and also all forms and registration dues) and any other documents required to register the Substitute Property Transfer and the Substitute Occupational Lease;
 - (vii) in the case of any Substitute Property on which material construction works have been undertaken in the six years prior to the date of the Acceptance Notice, such warranties, guarantees, reliance letters and material other documentation in respect of material works packages and/or from the principal works contractor and/or from any of the key professional consultants as the Lender may reasonably require in connection with the design and construction of the Property; and
 - (viii) evidence, by way of: (i) a letter from the relevant Obligor's insurance brokers addressed to the Finance Parties; or (ii) a copy of the insurance report in respect of the buildings insurances in relation to the Substitute Property and, if required, an executed reliance letter in favour of the Finance Parties, in each case, that the insurance cover in force in respect of the Substitute Property complies with the terms of this Agreement and the necessary premia have been paid; and
- (F) a mortgage is granted and perfected over the Substitute Property (and other security granted and perfected over the other assets, including any rights in respect of the

relevant lease and the benefit of any relevant insurance policy, relating to the Substitute Property) on the same terms as that which existed over the Substituted Property.

3.2 In connection with any Permitted Substitution, the relevant Obligor shall (if and to the extent relevant) provide to the Lender a copy of any land transaction return and confirmation of payment of applicable stamp duty land tax in relation to any stamp duty land tax and any land transaction tax return and confirmation of payment of applicable land transaction tax in relation to any Welsh land transaction tax, payable in respect of the acquisition of the relevant Substitute Property. For the avoidance of doubt, the foregoing shall include the provision of a copy of any return (and corresponding group relief application) to the extent that group relief is claimed and no stamp duty land tax or land transaction tax is payable.

3.3 The relevant Obligor and the Lender shall each ensure that all Security over or otherwise affecting the Substituted Property is released and discharged on or prior to the Completion Date and the Lender hereby undertakes to enter into and execute all deeds of release, discharges, notices and other documents in order to effect such release and discharge on or prior to the Completion Date.

4. Substitute Occupational Lease

4.1 The relevant Obligor and the Substitute Tenant shall enter into the Substitute Occupational Lease on the Completion Date, immediately following completion of the transfer to the relevant Obligor of the Substitute Property.

4.2 The Substitute Occupational Lease shall be in the form of the then current Occupational Lease in respect of the Substituted Property, save that the Substitute Occupational Lease shall:

(A) be amended as reasonably required by the Lender to reflect the title to the Substitute Property and the matters and encumbrances affecting the same and, if reasonably required by the Lender, to contain additional specific indemnities from the tenant under the Substitute Occupational Lease in favour of the landlord under the Substitute Occupational Lease in respect of any matters affecting the Substitute Property including statutory agreements, title matters, utility leases and other encumbrances; and

(B) be for a contractual term commencing on and including the Completion Date and expiring on the contractual date of expiry of the then current Occupational Lease in respect of the Substituted Property.

5. The Property Transfer and the Substitute Property Transfer

5.1 The Property Transfer shall contain covenants or undertakings by the relevant transferee with the relevant Obligor that the relevant transferee and its successors in title shall:

(A) perform and observe all the covenants, agreements, title conditions and other matters contained or referred to in the registers of title to the relevant Property (save for those relating to mortgages or financial charges securing Financial Indebtedness of the relevant Obligor) so far as they relate to the relevant Property and are still subsisting and capable of taking effect;

- (B) perform and observe all the covenants and obligations on the part of the landlord contained in any lease of the relevant Property (or any part thereof); and
- (C) indemnify and keep the relevant Obligor indemnified from and against all costs, expenses, actions, claims, demands, damages, losses and liabilities in any way relating to any of them.

5.2 The Substitute Property Transfer shall contain covenants or undertakings by the relevant Obligor with the relevant transferor that the relevant Obligor and its successors in title shall:

- (A) perform and observe all the covenants, agreements, title conditions and other matters contained or referred to in the registers of title to the Substitute Property (save for those relating to mortgages or financial charges securing Financial Indebtedness of the relevant transferor) so far as they relate to the Substitute Property and are still subsisting and capable of taking effect; and
- (B) indemnify and keep the relevant transferor indemnified from and against all actions, claims, losses, costs, expenses and liabilities in any way relating to any of them.

6. **Costs and expenses**

The Obligors shall, within 10 Business Days of demand, reimburse each of the Lender and the Security Agent for the amount of all costs and expenses (including legal fees) reasonably incurred by the Lender or the Security Agent in connection with any proposed Substitution, in each case subject to any applicable agreed caps.

7. **Definitions and interpretation**

Capitalised words used in this Schedule 6 but not defined below shall have the meanings given to them in Clause 1.1 (*Definitions*) of this Agreement. In addition, the following terms shall have the following meanings when used in this Schedule 6:

“Acceptance Date” means the date on which the Acceptance Notice is served in accordance with the terms of this Schedule 6.

“Acceptance Notice” means a notice served by the Lender on the relevant Obligor confirming that the proposed Substitute Property and the proposed Substitution are approved pursuant to paragraph 2 of this Part A of this Schedule 6.

“Building Survey” means a building survey (including a reinstatement cost assessment) in a form reflecting market practice in the preparation of building surveys for an institutional investor purchasing a property in the open market at the time at which the survey is issued and issued by a RICS chartered surveyor approved by the Lender (such approval not to be unreasonably withheld or delayed) and appointed on terms approved by the Lender (such approval not to be unreasonably withheld or delayed).

“Certificate of Title” means a certificate of title in the then current City of London Law Society Land Law Committee form from a reputable and suitably-qualified firm of solicitors demonstrating title to the Substitute Property that would be generally acceptable for the

purposes of institutional financing in form and substance satisfactory to the Lender (acting reasonably).

“Completion” means the completion of the Transactions in accordance with the terms of this Schedule 6.

“Completion Date” means the date falling 10 Business Days after the Acceptance Date or such other date (which may be earlier) as the Lender and relevant Obligor may agree.

“EBITDAR” means the earnings (being the revenue less the costs and expenses) generated by the business carried on at the Substitute Property before interest, taxes, depreciation, amortisation and rent, calculated consistently with “EBITDAR” as defined in Clause 1.1 (*Definitions*).

“Environmental Assessment” means an environmental assessment in a form reflecting market practice in the preparation of such assessments for an institutional investor purchasing a property in the open market at the time at which the assessment is issued and issued by a reputable and suitably-qualified environmental consultant approved by the Lender (such approval not to be unreasonably withheld or delayed) and appointed on terms approved by the Lender (such approval not to be unreasonably withheld or delayed).

“Evidence” means, in respect of the relevant Substitute Property:

- (a) financial information in respect of the business carried on at the Substitute Property detailing (as a minimum) turnover and EBITDAR for (i) the three complete financial years immediately prior to the date of the Proposed Substitution Notice; and (ii) any financial quarter ending after the last complete financial year and no less than 60 days prior to the date of the Proposed Substitution Notice;
- (b) a draft Certificate of Title;
- (c) a draft Building Survey;
- (d) a draft Environmental Assessment;
- (e) a draft Flood Risk Assessment;
- (f) an Energy Performance Certificate in respect of the Substitute Property which demonstrates an energy performance rating(s) which lawfully permit a landlord to let the whole of the Substitute Property;
- (g) a draft Valuation Report;
- (h) evidence of the current rating of the Substitute Property by CQC or, for any Substitute Property situated in Wales, by HIW;
- (i) to the extent available, for any Property situated in England, details and copies of any material communications with, inspections by, and any rating or feedback received from, the CQC or, for any Property situated in Wales, details and copies of any material

communications with, inspections by, and any requirements or recommendations received from, the HIW, in each case, within the preceding 18 months; and

- (j) to the extent not included within the draft Certificate of Title, a detailed tenancy schedule of all occupational leases, underleases and any other form of tenancy or licence agreement relating to the occupation of the Substitute Property.

“Existing Tenant” means the tenant under the Occupational Lease of the Substituted Property.

“Flood Risk Assessment” means a flood risk assessment in a form reflecting market practice in the preparation of such assessments for an institutional investor purchasing a property in the open market at the time at which the assessment is issued and issued by a reputable and suitably-qualified consultant approved by the Lender (such approval not to be unreasonably withheld or delayed) and appointed on terms approved by the Lender (such approval not to be unreasonably withheld or delayed).

“Market Rent” has the meaning given to that term in the RICS Valuation Standards.

“Proposed Substitution Notice” means a notice delivered to the Lender by the relevant Obligor identifying the Property and the Substitute Property which are to be the subject of a proposed Substitution and including the details set out in paragraph 1 of this Part A of this Schedule 6.

“Property Transfer” means the transfer or disposition of a Property from the relevant Obligor to the Sponsor or an Affiliate of the Sponsor.

“Substitute Occupational Lease” means the lease of the Substitute Property to be granted by the relevant Obligor to the Substitute Tenant immediately following the completion of the Substitute Property Transfer.

“Substitute Property” means the property specified as such in the Proposed Substitution Notice.

“Substitute Property Transfer” means the transfer of the Substitute Property from the Sponsor or an Affiliate of the Sponsor to the relevant Obligor.

“Substitute Tenant” means, in respect of each Permitted Substitution:

- (a) the Existing Tenant; or
- (b) an entity approved by the Lender, such consent not to be unreasonably withheld on the same basis as if the relevant entity were a proposed assignee of the Substitute Occupational Lease as if the Substitute Occupational Lease had been granted and were being assigned from the Existing Tenant.

“Substituted Property” means the Property being replaced by a Substitute Property.

“Substitution” means the substitution of a Substitute Property for a Substituted Property by way of Completion.

“Substitution Criteria” means the criteria specified in Part B of this Schedule 6 (and **“Substitution Criterion”** means any one of them).

“Third Party Consents” means any consents, licences, certificates or other similar approvals which may be required from any landlord or other third party to authorise the Transactions or the registration of any of the same at HM Land Registry, including (without limitation) all requisite documents needed to release any existing mortgages or financial charges over the Substitute Property.

“Transactions” means the simultaneous completion of the following transactions:

- (a) the Property Transfer;
- (b) the Substitute Property Transfer; and
- (c) the grant by the relevant Obligor to the Substitute Tenant of the Substitute Occupational Lease and the acceptance of the Substitute Occupational Lease by the Substitute Tenant.

“Valuation Report” means a valuation report showing the Market Value and the Market Rent of the Substitute Property prepared in accordance with the RICS Valuation Standards and issued by a reputable and suitably-qualified valuer approved by the Lender (such approval not to be unreasonably withheld or delayed) and appointed on terms approved by the Lender (such approval not to be unreasonably withheld or delayed) which shall include a requirement to take account so far as appropriate of the contents of the Certificate of Title, the Environmental Assessment, the Flood Risk Assessment and the Energy Performance Certificate.

Part B
Criteria for substituting a Property

1. The Market Value of the Substitute Property is no less than the Market Value of the Substituted Property.
2. The Market Rent of the Substitute Property is no less than the Market Rent of the Substituted Property.
3. The EBITDAR of the Substitute Property is no less than the EBITDAR of the Substituted Property.
4. The Substitution would, whether assessed alone or cumulatively with previous Permitted Substitutions (and in any event disregarding any matters save for the proposed and previous Permitted Substitutions), not have a material adverse effect on:

(A) the value of the Properties (in aggregate); or

(B) the Obligors' rights (as landlords) to receive the "Yearly Rent" as defined in and payable under the relevant Occupational Leases (including, without limitation, on its value or security),

in each case, when comparing the Properties (as a whole) immediately prior to and immediately following the proposed Substitution, disregarding any adverse effect on value that is or would have been taken into account in paragraphs 1 to 3 above (whether in respect of the proposed Substitution or any previous Permitted Substitution).

5. The Substitute Property is a freehold estate in England or Wales registered with title absolute at HM Land Registry, capable of being let on the terms of the Substitute Occupational Lease and which is used for the "Permitted Use" under the Substitute Occupational Lease.
6. The relevant Obligor will, on Completion, obtain good and marketable title to the Substitute Property and such title is:
 - (A) free from any encumbrance or other matter which would materially adversely affect the transfer of the Substitute Property to the relevant Obligor, the grant of the Substitute Occupational Lease to the relevant tenant, the grant of Security over the relevant Substitute Property subject to and in accordance with any relevant Security Document or the enforcement of any such Security; and
 - (B) otherwise subject only to title matters which have been taken into account in ascertaining the Market Value of the Substitute Property.
7. The Substitute Property and the operation of the business from the Substitute Property comply in all material respects with all applicable Acts of Parliament affecting the Substitute Property or its use and occupation and benefits from all necessary licences, consents, permissions and

approvals from the relevant local and other competent authorities in connection with its use and occupation.

8. The proposed Substitution would not result in the then long-term credit rating in respect of the Lender's financing arrangements being reduced below the then-current long-term credit rating in respect of such financing arrangements.

Schedule 7
Contribution of a Property

Part A
Procedure for acquiring a contributed Property

1. Proposed contributions

The Borrower may serve a Proposed Contribution Notice on the Lender (with a copy to each Investor Email Address), provided that no more than two Proposed Substitution Notices and Proposed Contribution Notices may be outstanding in aggregate at any time unless otherwise agreed by the Lender. Such Proposed Contribution Notice shall:

- (A) identify the proposed Contribution Property which is to be the subject of the Permitted Contribution;
- (B) be accompanied by the Evidence; and
- (C) warrant that:
 - (i) the financial information forming part of the Evidence, in respect of the period for which it is given is; and
 - (ii) the information supplied to the solicitors for the purposes of preparing the Certificate of Title in respect of the Contribution Property, will at the Completion Date be,

true, complete and accurate in all material respects.

1.2 The Lender shall use all reasonable endeavours within 30 Business Days of receipt of a Proposed Contribution Notice to:

- (A) inspect, or procure the inspection of, the proposed Contribution Property if it so requires;
- (B) procure a rating evaluation service report confirming the anticipated impact of the proposed Contribution on the long-term credit rating in respect of the Lender's financing arrangements and confirm to the Borrower whether Contribution Criterion 5 would be satisfied;
- (C) review the Evidence and provide any representations in respect of the same, in response to which the Borrower shall procure that updated drafts are provided to the Lender taking due account of such representations; and
- (D) commission a market report if it so requires (acting reasonably).

1.3 The Borrower shall use all reasonable endeavours to procure that prompt replies and such supporting documentation as the Lender may require (acting reasonably) are given to each and

every reasonable enquiry made by or on behalf of the Lender in respect of a proposed Contribution Property.

2. Approval

2.1 A proposed contribution shall be a Permitted Contribution subject to the Contribution Property and the Contribution being approved by the Lender, such approval not to be unreasonably withheld or delayed, provided that the Lender shall be deemed to be reasonable in withholding approval if, in its reasonable opinion, having regard (without limitation) to the Evidence and to any additional information obtained pursuant to paragraphs 1.2 and 1.3 of this Part A of this Schedule 7 or which is otherwise in the Lender's possession, any of the Contribution Criteria are not met in relation to the Contribution Property as at the date of the relevant Proposed Contribution Notice or at the date of its response. If the Lender approves the Contribution Property and the Contribution, the Lender shall serve an Acceptance Notice on the Borrower confirming that the proposed contribution is a Permitted Contribution, which notice shall be irrevocable.

2.2 If the Lender does not provide any response to a Proposed Contribution Notice within 30 Business Days of receipt, then it shall be deemed to have been approved, provided that the Borrower shall provide the Lender (with a copy to each Investor Email Address) with a written reminder of any such Proposed Contribution Notice on the date falling:

(A) 10 Business Days following receipt; and

(B) 20 Business Days following receipt,

in each case where the Lender has not provided any response to the relevant Proposed Contribution Notice prior to that date.

3. Completion

3.1 The Borrower shall complete the Transactions comprising a Permitted Contribution on the relevant Completion Date (failing which the relevant Acceptance Notice shall lapse) subject to satisfaction of the following conditions (which the Borrower shall procure are satisfied on the Completion Date):

(A) the Borrower paying to the Lender all amounts properly due up to and including the Completion Date in connection with the Contribution;

(B) there being no fact or circumstance outstanding in respect of the proposed Contribution Property which would, had the Contribution Lease already been granted, entitle the Borrower to re-enter the proposed Contribution Property pursuant to clause 5.1 of the Contribution Lease (ignoring for this purpose clause 5.2 of the Contribution Lease) (or equivalent provisions thereof);

(C) all requisite Third Party Consents having been obtained and delivered to the Lender;

(D) the Borrower delivering to the Lender on the Completion Date:

- (i) either:
 - (a) the Certificate of Title dated on the Completion Date and addressed to the Security Agent and the Lender and in the form of the most recent draft submitted to the Lender; or
 - (b) a good and marketable title insurance policy for the Contribution Property with a reputable insurer on terms acceptable to the Lender;
- (ii) the Building Survey, the Environmental Assessment, the Flood Risk Assessment and the Valuation Report, each dated on the Completion Date and addressed to, or capable of being relied upon by, the Security Agent and the Lender and each substantially in the form of the most recent draft submitted to the Lender;
- (iii) the Contribution Property Transfer duly executed by the Borrower and the relevant transferee (if applicable);
- (iv) a certificate from a director of the transferor specified in the Contribution Property Transfer dated on the Completion Date and addressed to the Security Agent and the Lender that no Insolvency Event is continuing in relation to that transferor;
- (v) the Contribution Lease duly executed by the Borrower and the Contribution Tenant and, if applicable, any guarantor;
- (vi) all completed certificates and consents in relation to any restrictions registered against the title to the Contribution Property (and also all forms and registration dues) and any other documents required to register the Contribution Property Transfer and the Contribution Lease;
- (vii) all requisite documents needed to release any mortgages or financial charges securing Financial Indebtedness in respect of the Contribution Property;
- (viii) in the case of any Contribution Property on which material construction works have been undertaken in the six years prior to the date of the Acceptance Notice, such warranties, guarantees, reliance letters and material other documentation in respect of material works packages and/or from the principal works contractor and/or from any of the key professional consultants as the Lender may reasonably require in connection with the design and construction of the Contribution Property in form and substance satisfactory to the Lender (acting reasonably); and
- (ix) evidence, by way of: (i) a letter from the Borrower's insurance brokers addressed to the Finance Parties; or (ii) a copy of the insurance report in respect of the buildings insurances in relation to the Contribution Property and, if required, an executed reliance letter in favour of the Finance Parties, in each case, that the insurance cover in force in respect of the Contribution Property

complies with the terms of this Agreement and the necessary premia have been paid; and

- (E) a mortgage is granted and perfected over the Contribution Property (and other security granted and perfected over the other assets, including any rights in respect of the relevant lease and the benefit of any relevant insurance policy, relating to the Contribution Property) on the same terms as exist over the Properties.

- 3.2 In connection with any Permitted Contribution, the Borrower shall (if and to the extent relevant) provide to the Lender a copy of any land transaction return and confirmation of payment of applicable stamp duty land tax and/or land transaction tax in relation to any stamp duty land tax or any land transaction tax return in relation to any Welsh land transaction tax payable in respect of the acquisition of the relevant Contribution Property. For the avoidance of doubt, the foregoing shall include the provision of a copy of any return (and corresponding group relief application) to the extent that group relief is claimed and no stamp duty land tax or land transaction tax is payable.

4. Contribution Lease

- 4.1 The Borrower and the Contribution Tenant shall enter into the Contribution Lease on the Completion Date, immediately following completion of the transfer to the Borrower of the Contribution Property.
- 4.2 The Contribution Lease shall be in the form of the Initial Occupational Leases of the Properties (as the same may be amended from time to time) save that the Contribution Lease shall:
 - (A) be amended as reasonably required by the Lender to reflect the title to the Contribution Property and the matters and encumbrances affecting the same and, if reasonably required by the Lender, to contain additional specific indemnities from the tenant under the Contribution Lease in favour of the landlord under the Contribution Lease in respect of any matters affecting the Contribution Property including statutory agreements, title matters, utility leases and other encumbrances; and
 - (B) be for a contractual term commencing on and including the Completion Date and expiring on the contractual date of expiry of the Initial Occupational Leases of the Properties.

5. The Contribution Property Transfer

- 5.1 The Contribution Property Transfer shall contain covenants or undertakings by the Borrower with the relevant transferor that the Borrower and its successors in title shall:
 - (A) perform and observe all the covenants, agreements, title conditions and other matters contained or referred to in the registers of title to the Contribution Property (save for those relating to mortgages or financial charges securing Financial Indebtedness of the relevant transferor) so far as they relate to the Contribution Property and are still subsisting and capable of taking effect; and

- (B) indemnify and keep the relevant transferor indemnified from and against all actions, claims, losses, costs, expenses and liabilities in any way relating to any of them.

6. **Costs and expenses**

The Borrower shall, within 10 Business Days of demand, reimburse each of the Lender and the Security Agent for the amount of all costs and expenses (including legal fees) reasonably incurred by the Lender or the Security Agent in connection with any proposed Contribution, in each case subject to any applicable agreed caps.

7. **Definitions and interpretation**

Capitalised words used in this Schedule 7 but not defined below shall have the meanings given to them in Clause 1.1 (*Definitions*) of this Agreement. In addition, the following terms shall have the following meanings when used in this Schedule 7:

“Acceptance Date” means the date on which the Acceptance Notice is served in accordance with the terms of this Schedule 7.

“Acceptance Notice” means a notice served by the Lender on the Borrower confirming that the proposed Contribution Property and the proposed Contribution are approved pursuant to paragraph 2 of Part A of this Schedule 7.

“Building Survey” means a building survey (including a reinstatement cost assessment) in a form reflecting market practice in the preparation of building surveys for an institutional investor purchasing a property in the open market at the time at which the survey is issued and issued by a RICS chartered surveyor approved by the Lender (such approval not to be unreasonably withheld or delayed) and appointed on terms approved by the Lender (such approval not to be unreasonably withheld or delayed).

“Certificate of Title” means a certificate of title in the then current City of London Law Society Land Law Committee form from a reputable and suitably-qualified firm of solicitors demonstrating title to the Contribution Property that would be generally acceptable for the purposes of institutional financing in form and substance satisfactory to the Lender (acting reasonably).

“Completion” means the completion of the Transactions in accordance with the terms of this Schedule 7.

“Completion Date” means the date falling 10 Business Days after the Acceptance Date or such other date (which may be earlier) as the Lender and Borrower may agree.

“Contribution” means the acquisition of a Contribution Property by the Borrower.

“Contribution Criteria” means the criteria specified in Part B of this Schedule 7 (and **“Contribution Criterion”** means any one of them).

“Contribution Lease” means the lease of the Contribution Property to be granted by the Borrower to the Contribution Tenant immediately following the completion of the Contribution Property Transfer.

“Contribution Property” means the property specified as such in the Proposed Contribution Notice.

“Contribution Property Transfer” means the transfer of the Contribution Property to the Borrower.

“Contribution Tenant” means an entity which is either:

- (a) tenant under an Initial Occupational Lease or Contribution Lease of a Property; or
- (b) an entity approved by the Lender, such consent not to be unreasonably withheld on the same basis as if the relevant entity were a proposed assignee of the Contribution Lease as if the Contribution Lease had been granted.

“EBITDAR” means the earnings (being the revenue less the costs and expenses) generated by the business carried on at the Contribution Property before interest, taxes, depreciation, amortisation and rent, calculated consistently with “EBITDAR” as defined in Clause 1.1 (*Definitions*).

“Environmental Assessment” means an environmental assessment in a form reflecting market practice in the preparation of such assessments for an institutional investor purchasing a property in the open market at the time at which the assessment is issued and issued by a reputable and suitably-qualified environmental consultant approved by the Lender (such approval not to be unreasonably withheld or delayed) and appointed on terms approved by the Lender (such approval not to be unreasonably withheld or delayed).

“Evidence” means, in respect of the relevant Contribution Property:

- (a) financial information in respect of the business carried on at the Contribution Property detailing (as a minimum) turnover and EBITDAR for (i) the three complete financial years immediately prior to the date of the Proposed Contribution Notice; and (ii) any financial quarter ending after the last complete financial year and no less than 60 days prior to the date of the Proposed Contribution Notice;
- (b) a draft Certificate of Title;
- (c) a draft Building Survey;
- (d) a draft Environmental Assessment;
- (e) a draft Flood Risk Assessment;
- (f) an Energy Performance Certificate which demonstrates an energy performance rating(s) which lawfully permit a landlord to let the whole of the Contribution Property;

- (g) a draft Valuation Report;
- (h) evidence of the current rating of the Contribution Property by CQC or, for any Contribution Property situated in Wales, by HIW;
- (i) to the extent available, for any Contribution Property situated in England, details and copies of any material communications with, inspections by, and any rating or feedback received from, the CQC or, for any Contribution Property situated in Wales, details and copies of any material communications with, inspections by, and any requirements or recommendations received from, the HIW, in each case, within the preceding 18 months; and
- (j) to the extent not included within the draft Certificate of Title, a detailed tenancy schedule of all occupational leases, underleases and any other form of tenancy or licence agreement relating to the occupation of the Contribution Property.

"Flood Risk Assessment" means a flood risk assessment in a form reflecting market practice in the preparation of such assessments for an institutional investor purchasing a property in the open market at the time at which the assessment is issued and issued by a reputable and suitably-qualified consultant approved by the Lender (such approval not to be unreasonably withheld or delayed) and appointed on terms approved by the Lender (such approval not to be unreasonably withheld or delayed).

"Insolvency Event" means each of the events or circumstances specified in Clause 21.7 (*Insolvency*) of this Agreement.

"Market Rent" has the meaning given to that term in the RICS Valuation Standards.

"Proposed Contribution Notice" means a notice delivered to the Lender by the Borrower identifying the Contribution Property which is to be the subject of a proposed Contribution and setting out the details of that proposed Contribution, and including the details set out in paragraph 1 of Part A of this Schedule 7.

"Third Party Consents" means any consents, licences, certificates or other similar approvals which may be required from any landlord or other third party to authorise the Transactions or the registration of any of the same at HM Land Registry.

"Transactions" means the simultaneous completion of the following transactions:

- (a) the Contribution Property Transfer; and
- (b) the grant by the Borrower to the Contribution Tenant of the Contribution Lease and the acceptance of the Contribution Lease by the Contribution Tenant.

"Valuation Report" means a valuation report showing the Market Value and the Market Rent of the Contribution Property prepared in accordance with the RICS Valuation Standards and issued by a reputable and suitably-qualified valuer approved by the Lender (such approval not to be unreasonably withheld or delayed) and appointed on terms approved by the Lender (such approval not to be unreasonably withheld or delayed) which shall include a requirement to take

account so far as appropriate of the contents of the Certificate of Title, the Environmental Assessment, the Flood Risk Assessment and the Energy Performance Certificate.

Part B

Criteria for acquiring a contributed Property

1. The Contribution would not have a material adverse effect on:
 - (A) the value of the Properties (in aggregate); or
 - (B) the Borrower's right to receive the "Yearly Rent" as defined in and payable under the relevant Occupational Lease (including, without limitation, on its value or security),

in each case, when comparing the Properties (as a whole) immediately prior to and immediately following the proposed Contribution.
2. The Contribution Property is a freehold estate in England or Wales registered with title absolute at HM Land Registry without warranty being limited or excluded, capable of being let on the terms of the Contribution Lease and which is used for the "Permitted Use" under the Occupational Lease.
3. The Borrower will obtain good and marketable title to the Contribution Property and such title is:
 - (A) free from any encumbrance or other matter which would materially adversely affect the transfer of the Contribution Property to the Borrower, the grant of the Contribution Lease to the relevant tenant, the grant of Security over the Contribution Property subject to and in accordance with any relevant Security Document or the enforcement of any such Security; and
 - (B) otherwise subject only to title matters which have been taken into account in ascertaining the Market Value of the Contribution Property.
4. The Contribution Property and the operation of the business from the Contribution Property comply in all material respects with all applicable Acts of Parliament affecting the Contribution Property or its use and occupation and benefits from all necessary licences, consents, permissions and approvals from the relevant local and other competent authorities in connection with its use and occupation.
5. The Contribution would not result in a reduction to the then long-term credit rating in respect of the Lender's financing arrangements.

Schedule 8
Form of Compliance Certificate

To: [Lender]

From: [Borrower]

Dated:

Facility Agreement
dated [●] (the “Agreement”)

1. We refer to the Agreement. This is a Compliance Certificate. Terms defined in the Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.
2. We confirm that, as at [●]:
 - (A) Loan to Value is [●] per cent.;
 - (B) Historical Interest Cover is [●] per cent.; and
 - (C) Projected Interest Cover is [●] per cent..
3. We [set out below/attach] calculations establishing the figures in paragraph 2 above:
[●].
4. [We confirm that no Default is continuing.]

Signed:
Director
of
[Borrower]

Schedule 9
Form of Accession Deed

To: [Lender]

From: [Subsidiary] and [Borrower / Obligors' Agent]

Dated:

Facility Agreement
dated [•] (the "Agreement")

1. We refer to the Agreement. This is an Accession Deed. Terms defined in the Agreement have the same meaning in this Accession Deed unless given a different meaning in this Accession Deed.
2. [Subsidiary] agrees to become a Guarantor and to be bound by the terms of the Agreement as a Guarantor pursuant to Clause 23.2 (*Guarantors*) of the Agreement.
3. No Default is continuing or would occur as a result of the accession contemplated hereby.
4. [Subsidiary's] administrative details are as follows:

Address: []

Email address: []

Attention: []
5. This Accession Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.
6. This Accession Deed has been signed on behalf of the Lender and the Obligors' Agent and executed as a deed by [Subsidiary] and is delivered on the date stated above.

[Subsidiary]

[Insert execution block]

[Obligors' Agent]

By:

[Lender]

By:

Schedule 10
Form of Resignation Letter

To: [Lender]

From: [Resigning Guarantor] and [Obligors' Agent]

Dated:

Facility Agreement
dated [•] (the "Agreement")

1. We refer to the Agreement. This is a Resignation Letter. Terms defined in the Agreement have the same meaning in this Resignation Letter unless given a different meaning in this Resignation Letter.
2. Pursuant to Clause 23.3 (*Resignation of a Guarantor*), we request that [Resigning Guarantor] be released from its obligations as a Guarantor under the Finance Documents.
3. We confirm that each condition specified in paragraph (B) of Clause 23.3 (*Resignation of a Guarantor*) of the Agreement is satisfied on the date of this Resignation Letter.
4. This Resignation Letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

[Obligors' Agent]

By:

[Resigning Guarantor]

By:

SIGNATURES

THE BORROWER

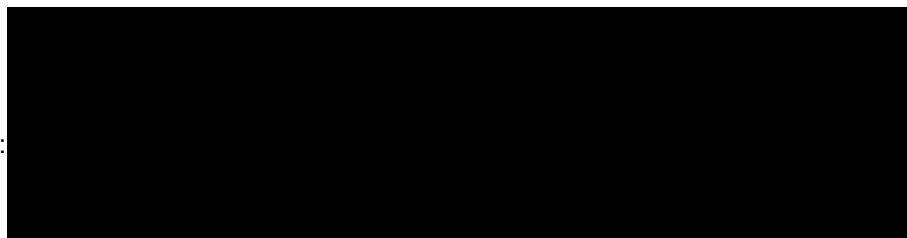
TULIP UK PROPCO LIMITED

By:

Address:

Email address:

Attention:

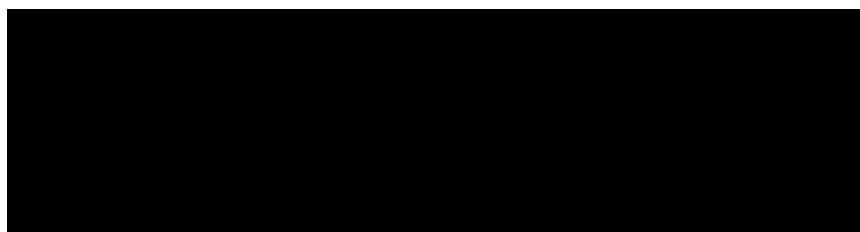


With a copy (which shall not constitute notice to the Borrower) to:

Address:

Email address:

Attention:



THE LENDER

BRIDGE FINCO LIMITED

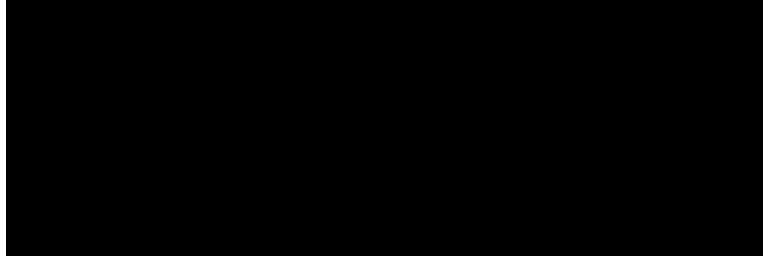
per pro CSC Directors (No.1) Limited, as Director

By:

Address:

Email address:

Attention:



THE SECURITY AGENT

SIGNED for and on behalf of
CSC TRUSTEES LIMITED

By:

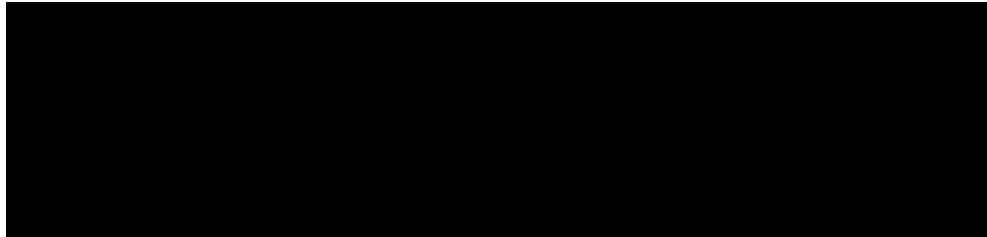
Name:

Title:

Address:

Email address:

Attention:



THE CASH MANAGER

CSC FINANCE HOLDING IRELAND LIMITED

By:

Address:

Email address:

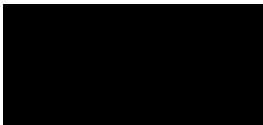
Attention:



The Borrower

TULIP UK PROPCO LIMITED

By:



The Lender

BRIDGE FINCO LIMITED

per pro CSC Directors (No.1) Limited, as Director

By:

