



Registration of a Charge

Company name: **SOUTH MANCHESTER HEALTHCARE (HOLDINGS) LIMITED**
Company number: **03502452**



X9AA9GPE

Received for Electronic Filing: **29/07/2020**

Details of Charge

Date of creation: **28/07/2020**
Charge code: **0350 2452 0007**
Persons entitled: **BANK OF SCOTLAND PLC**
Brief description:
Contains fixed charge(s).

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CAPSTICKS SOLICITORS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3502452

Charge code: 0350 2452 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th July 2020 and created by SOUTH MANCHESTER HEALTHCARE (HOLDINGS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th July 2020 .

Given at Companies House, Cardiff on 30th July 2020

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



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED 28 July 2020

SOUTH MANCHESTER HEALTHCARE (HOLDINGS) LIMITED

and

BANK OF SCOTLAND PLC

**SUPPLEMENTAL DEED OF ASSIGNMENT BY
WAY OF SECURITY**

We hereby
Certify that this is
a true copy of the
original.

Capsticks Solicitors LLP
1 st Georges rd, Wimbledon
London SW19 4DR



Freshfields Bruckhaus Deringer

Freshfields Bruckhaus Deringer LLP
65 Fleet Street
London EC4Y 1HS

Capsticks LLP

29/07/20

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THIS DEED is dated 28 July 2020 and is made

BETWEEN:

- (1) **SOUTH MANCHESTER HEALTHCARE (HOLDINGS) LIMITED** a company incorporated under the laws of England and Wales with registered number 03502452 whose registered office is at Third Floor, Broad Quay House, Prince Street, Bristol, BS1 4DJ (*SMHL Holdings*);
- (2) **BANK OF SCOTLAND PLC** (formerly The Governor and Company of the Bank of Scotland) acting through its Markets & Lending Delivery division at New Ueberior House, Third Floor, 11 Earl Grey Street, Edinburgh, EH3 9BN] (the *Trustee*, which expression shall where the context so admits, include all persons for the time being the trustee or trustees under the Trust Deed (as defined below)).

WHEREAS:

- (A) By this Deed, SMHL Holdings has agreed to provide security for the payment or discharge of the Secured Amounts and the protection of the Beneficiaries on the terms set out herein.
- (B) SMHL Holdings has entered into this Deed in consideration of the granting of the consent of the Agent, pursuant to clause 17.2.2 of the Loan Facility Agreement, to the entry into the Deed of Indemnity by SMHL Holdings.
- (C) The security provided under this Deed is supplemental to the security provided by SMHL Holdings in the Holding Company Debenture.

NOW IT IS AGREED as follows:

1. DEFINITIONS, INTERPRETATION AND INCORPORATION

1.1 Definitions

In this Deed, (including the recitals) words and expressions defined in the Holding Company Debenture shall bear the same respective meanings when used herein, unless otherwise defined herein or the context otherwise requires. The following words and expressions have, except where the context otherwise requires, the meanings respectively shown opposite them:

Assigned Agreement means the Deed of Indemnity.

Holding Company Debenture means the debenture dated 12 August 1998 between SMHL Holdings and the Trustee.

Deed of Indemnity means the deed of indemnity in relation to the Carbon Energy Fund Scheme at Wythenshawe Hospital, Manchester (Heating Efficiency Variation) dated on or about the date of this Deed between (1) Manchester University Hospital NHS Foundation Trust, (2) South Manchester Healthcare Limited and (3) SMHL Holdings.

Enforcement Event shall have the meaning given in clause 10.2 of the Intercreditor Deed.

Intercreditor Deed means the intercreditor deed dated 12 August 1998 between, amongst others, the Trustee, and SMHL Holdings.

Security means any Security Interest created under or pursuant to this Deed.

1.2 Interpretation

This Deed shall be interpreted in accordance with the rules of interpretation and construction set out in clauses 1.2 and 1.3 of the Holding Company Debenture, save as otherwise expressly provided in this Deed.

1.3 Provision relating to Security

The Security created pursuant to this Deed by SMHL Holdings is made with full title guarantee under the Law of Property (Miscellaneous Provisions) Act 1994 but in each case so that the covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 in relation to such assignment are construed with the omission of:

- (a) the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994; and
- (b) section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994.

2. INCORPORATION

Clauses 2 (*Guarantee and Indemnity*), 3.4 (*Warranty*), 4 (*Continuance of security*), 6 (*General Covenants and Representations*), 8 (*The Trustee's Powers*), 9 (*Receiver*), 10 (*Application of Proceeds*), 11 (*Protection of third parties*), 12 (*Protection of Trustee and Receiver*), 13 (*Expenses and Indemnity*), 14 (*Protection of Charges*), 16 (*Power of Attorney, etc.*), 17.2 (*Inspection*), 18.2 to 18.5 (*Other Security, etc*) inclusive, 19 (*Avoidance of Payments*), 20 (*Indemnity*), 21 (*Execution by Attorney*), 22 (*Notices and Demands*), 23 (*Further Provisions*), 24 (*Choice of Law*) and 25 (*Transfer*) of the Holding Company Debenture shall apply to this Deed mutatis mutandis.

3. ASSIGNMENTS

3.1 Assignments

SMHL Holdings as continuing security for the payment, discharge and performance of the Secured Amounts at any time owed or due to the Beneficiaries (or any of them), assigns and agrees to assign to the Trustee (as agent and trustee for the Beneficiaries) absolutely all its right, title, interest and benefit (if any) in and to the Assigned Agreement.

3.2 Notices of assignment

SMHL Holdings shall forthwith give notice of the assignment of its right, title and interest (unless waived by the Trustee) in and to the Assigned Agreement by sending a notice substantially in a form specified by the Trustee to each of the other parties to such Assigned Agreement and SMHL Holdings shall use its reasonable endeavours to procure that within 14 days of the date of this Deed, or if later, the date of entry into any such agreement, each such other party delivers a letter of undertaking to the Trustee in the form specified by the Trustee.

3.3 Assignment of proceeds, damages etc.

To the extent that any such right, title and interest described in Clause 3.1 (*Assignments*) and Clause 3.2 (*Notices of assignment*) is not assignable or capable of assignment, such

assignment purported to be effected by Clause 3.1 (*Assignments*) shall operate as, in the case of the Assigned Agreement, an assignment of any and all damages, compensation, remuneration, profit, rent or income which any Chargor may derive from such Assigned Agreement or be awarded or entitled to in respect of such Assigned Agreement, as continuing security for the payment, discharge and performance of the Secured Amounts at any time owed or due to the Beneficiaries (or any of them).

3.4 Exercise of rights under Assigned Agreement before Enforcement Event

Until the occurrence of an Enforcement Event:

- (a) the Trustee shall permit SMHL Holdings to exercise all rights under the Assigned Agreement, provided that the exercise of these rights in the manner proposed would not result in an Event of Default or Potential Event of Default under the terms of the Finance Documents; and
- (b) any payments received by the Trustee under or in respect of the Assigned Agreement by virtue of this Deed shall be paid by the Trustee to SMHL Holdings for application (subject to and in accordance with the Finance Documents save to the extent required by them) against any of the Secured Amounts which are then due and payable (or which as a result of such receipt become due and payable).

4. OTHER SECURITY, ETC.

4.1 Additional security/non-merger

This Deed is in addition to and shall not be merged in and is not in any way excluded or prejudiced by any other security now or hereafter held by any Beneficiary in respect of the Secured Amounts or any other amount due by SMHL Holdings to any Beneficiary.

4.2 Senior Security Documents

For the avoidance of doubt:

- (a) THIS DEED IS A SENIOR SECURITY DOCUMENT IN ACCORDANCE WITH THE PROVISIONS OF THE LOAN FACILITY AGREEMENT; AND
- (b) THE HOLDING COMPANY DEBENTURE AND THE OTHER SENIOR SECURITY DOCUMENTS SHALL CONTINUE IN FULL FORCE AND effect.

IN WITNESS whereof this Deed has been duly executed as a deed on the date first above written.

SMHL Holdings

**EXECUTED AS A DEED BY
SOUTH MANCHESTER
HEALTHCARE (HOLDINGS) LIMITED**
acting by a Director

)
)
)
)
) Director


Address:

Attention:

Fax Number:

in the presence of:

Name of witness: NDIDI ANOSIKE

Signature of Witness: 

Address: 1st Cennabas Court, 6100 Daresbury Park, Warrington. WA4 4GE

Occupation: Assistant company secretary

The Trustee

EXECUTED as a DEED by
BANK OF SCOTLAND PLC
acting by its duly authorised attorney

)
)
)
) *Jennifer Espiner*
)

Jennifer Espiner
Associate Director

Address:

Lloyds Banking Group
11 Earl Grey Street
Edinburgh EH3 9BN

Attention:

Fax Number:

in the presence of: *Alex Valentine*

Name of witness: *Alex Valentine*

Signature of Witness: *Alex Valentine*

Address:

Lloyds Banking Group
11 Earl Grey Street
Edinburgh EH3 9BN

Occupation: *Manager - Agency.*