



Registration of a Charge

Company name: **PHP ASSETCO (2011) LIMITED**

Company number: **07652728**

Received for Electronic Filing: **16/12/2013**



X2NCFHHL

Details of Charge

Date of creation: **03/12/2013**

Charge code: **0765 2728 0008**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **BY WAY OF FIXED AND FLOATING CHARGES OVER ALL PROPERTY AND ASSETS OF THE COMPANY.**

Contains fixed charge(s).

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

Notification of addition to or amendment of charge.

Authentication of Form

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

Authentication of Instrument

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

SARAH CLARK



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7652728

Charge code: 0765 2728 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd December 2013 and created by PHP ASSETCO (2011) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th December 2013 .

Given at Companies House, Cardiff on 16th December 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated

3 DECEMBER

2013

- (1) PHP ASSETCO (2011) LIMITED as New Chargor
- (2) PRIMARY HEALTH INVESTMENT PROPERTIES (NO. 4) LIMITED as First Chargor
- (3) BARCLAYS BANK PLC as Facility Agent and Security Agent

DEED OF ACCESSION

relating to a Debenture dated 25 March 2013

Eversheds LLP
One Wood Street
London
EC2V 7WS

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Fax 0845 497 4919
Int +44 20 7919 4500
DX 154280 Cheapside 8
www.eversheds.com

CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL

Eversheds LLP

EVERSHEDS LLP

SOLICITORS

1 WOOD STREET

LONDON EC2V 7WS

DATE: 5 December 2013

This deed is made on

3 DECEMBER 2013

between:

- (1) **PHP ASSETCO (2011) LIMITED**, a company Incorporated in England and Wales with company number 07652728 whose registered office is at Ground Floor Ryder Court, 14 Ryder Street, London SW1Y 6QB, (the "**New Chargor**");
- (2) **PRIMARY HEALTH INVESTMENT PROPERTIES (NO. 4) LIMITED**, a company Incorporated in England and Wales with registered number 04167040 whose registered office is at Ground Floor Ryder Court, 14 Ryder Street, London SW1Y 6QB, for itself and as agent for and on behalf of each of the other Chargors defined as such in the Debenture referred to below, (the "**First Chargor**");
- (3) **BARCLAYS BANK PLC**, in its capacity as trustee for the Secured Parties (the "**Security Agent**"); and
- (4) **BARCLAYS BANK PLC**, in its capacity as agent under the Facility Agreement (the "**Facility Agent**").

1. INTERPRETATION

- 1.1 In this Deed, the "**Debenture**" means a debenture dated 25 March 2013 made between, amongst others, the First Chargor, each of the other Chargors and the Security Agent as amended, novated, supplemented, extended, or restated from time to time.
- 1.2 Unless a contrary indication appears:
 - 1.2.1 each term used in this Deed which is defined in the Debenture or the definition of which is incorporated by reference into the Debenture shall have the same meaning as applies in the Debenture; and
 - 1.2.2 the principles of construction set out or referred to in clause 1.3 (*Construction*) of the Debenture shall apply also (where relevant) to this Deed.

2. REPRESENTATIONS

The New Chargor warrants and represents to the Security Agent that:

- 2.1 It is a wholly owned Subsidiary of the First Chargor;
- 2.2 for the purposes of the EC Regulation its COMI is situated in England and Wales and it has no "establishment" in any other jurisdiction; and
- 2.3 It has given due consideration to the terms and conditions of the Finance Documents (including the Debenture and this Deed) and has satisfied itself that there are reasonable grounds for believing that by executing this Deed the New Chargor will derive commercial benefit and that it enters into this Deed in good faith and for the purposes of the promotion of the success of its business.

3. AGREEMENT TO ACCEDE

The New Chargor agrees to accede and become a party to and to be bound by the terms of the Debenture as a Chargor subject to the terms of this Deed with effect from the date of this Deed (the "**Effective Date**").

4. **EFFECT OF ACCESSION**

On and after the Effective Date, the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party to it in the capacity of Chargor subject to the terms of this Deed (but so that the Security created consequent on such accession shall be created on the Effective Date).

5. **SECURITY**

Security over all assets

5.1 The New Chargor grants to the Security Agent in relation to its assets and undertaking the same Security as is set out in clause 3 (*Security*) of the Debenture to the extent permitted by applicable law.

5.2 Subject to the Reservations, the New Chargor agrees and confirms that such Security (a) shall be effective and binding upon it and its assets and undertaking and (b) shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other Party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any Security contained in the Debenture or in any other Deed of Accession.

6. **AGREEMENT AND CONSENT BY CHARGORS**

The First Chargor, for itself and as agent for and on behalf of all other Chargors under the Debenture, agrees and consents to all matters provided for in this Deed.

7. **CONSTRUCTION**

The Debenture shall continue in full force and effect but amended with effect from the Effective Date in the manner and to the extent provided in this Deed; and the Debenture and this Deed shall be read as one and so that references in the Debenture to "this Deed", and similar phrases shall be deemed to include this Deed.

8. **THIS DEED**

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

8.2 This Deed is made pursuant to the requirements of clause 24.2 of the Facility Agreement.

8.3 The Facility Agent and the First Chargor designate this Deed as a Finance Document.

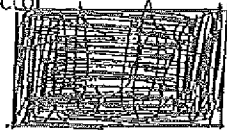
8.4 This Deed and every counterpart is the property of the Security Agent.

This document is executed as a deed and delivered on the date stated at the beginning of this Deed.

EXECUTION OF DEED OF AMENDMENT

The New Chargor

Executed as a deed by **PHP ASSETCO (2011) LIMITED**
acting by a director



Director

In the presence of: *C. Rocco*

Witness Signature: 

Witness Name: *CARLO ROCCO*

Witness Address: *SIA MELVILLE RD
E17 6QS*

Witness Occupation: *ACCOUNTANT*

Communications to be delivered to:

Address:

c/o Nexus Tradeco Limited

5th Floor, Greener House,

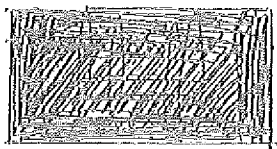
66-68 Haymarket,

Fax number: +44 (0)20 7451 7051

Attention: Phil Holland/Harry Hyman


The First Chargor

Executed as a deed by **PRIMARY HEALTH INVESTMENT PROPERTIES (NO. 1) LIMITED**,
acting by a director



Director

In the presence of: *C. Rocco*

Witness Signature: 

Witness Name: *CARLO ROCCO*

Witness Address: *SIA MELVILLE RD
E17 6QS*

Witness Occupation: *ACCOUNTANT*

Communications to be delivered to:

Address:

c/o Nexus Tradeco Limited

5th Floor, Greener House,

66-68 Haymarket,

London

Fax number: +44 (0)20 7451 7051

Attention: Phil Holland/Harry Hyman

The Facility Agent

Executed as a deed by
as attorney for **BARCLAYS BANK
PLC**,
In the presence of:

)
)
)



Niv Kazimirov

as attorney for Barclays Bank PLC

Witness signature:



Witness Name: *Gordon McMillan*

Witness Address: *Brown Lightman Partners LLP
Abchurch House, London*

Witness Occupation: *Secretary*

Communications to be delivered to:

Address:
5 The North Colonnade
Canary Wharf
London E14 4BB

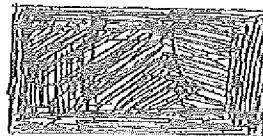
Fax number: +44 (0)20 7773 4893

Attention: Head of Commercial Real
Estate - Asset Management

The Security Agent

Executed as a deed by
as attorney for **BARCLAYS BANK
PLC**,
in the presence of:

)
)
)



Niv Kazimirov

as attorney for Barclays Bank PLC

Witness signature:



Witness Name: *Gordon McMillan*

Witness Address: *Brown Lightman Partners LLP
Abchurch House, London*

Witness Occupation: *Secretary*

Communications to be delivered to:

Address:
5 The North Colonnade
Canary Wharf
London E14 4BB

Fax number: +44 (0)20 7773 4893

Attention: Head of Commercial Real
Estate - Asset Management