

MR01

Particulars of a charge



A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the Web
Please go to www.co



A39 *A2NHWEG2* #133
18/12/2013
COMPANIES HOUSE

ase
uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument is not a legal charge

WEDNESDAY

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

1 Company details

Company number 0 7 6 5 2 7 2 8

Company name in full PHP Assetco (2011) Limited

For official use

9

Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d1 d0 m1 m2 y2 y0 y1 y3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Barclays Bank PLC (the "Security Agent")

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

The subjects at 41 The Loan, South Queensferry Edinburgh, EH30 9HA registered in the Land Register of Scotland under Title Number WLN28705

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

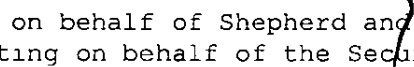
9

Signature

Please sign the form here

Signature

Signature


X For and on behalf of Shepherd and Wedderburn LLP (acting on behalf of the Security Agent) **X**

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

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Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Anthea Duncan

Company name Shepherd and Wedderburn LLP

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode

E	H	3		8	U	L
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Country UK

DX DX 551970 Edinburgh 53

Telephone 0131 228 9900



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following.

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7652728

Charge code: 0765 2728 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th December 2013 and created by PHP ASSETCO (2011) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th December 2013

Given at Companies House, Cardiff on 23rd December 2013



Companies House



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

- (1) PHP ASSETCO (2011) LIMITED
- (2) BARCLAYS BANK PLC as Security Agent

Standard Security

relating to subjects at 41 The Loan, South Queensferry EH30 9HA

We hereby certify that save for material redacted pursuant to s 859G of the Companies Act 2006, this is a true copy of the original

Signed Elaine Allison

Date: 17 December 2013

For and on behalf of Shepherd and Wedderburn LLP

Eversheds LLP
3-5 Melville Street
Edinburgh
EH3 7PE

Tel 0845 498 0370
Fax 0845 498 0371
Int +44 131 476 8370
DX ED24
www.eversheds.com

We, **PHP ASSETCO (2011) LIMITED**, a company incorporated under the Companies Acts (Registered Number 07652728) and having our Registered Office at Ground Floor, Ryder Court, 14 Ryder Street, London SW1Y 6QB (the "**Chargor**") considering that:

1 1 pursuant to the terms of a facility agreement dated 25 March 2013 as amended by a deed of amendment dated 17 May 2013 (as the same may be varied, amended, supplemented, restated or novated in any way from time to time, being the "**Facility Agreement**") entered into by, amongst others:

- 1 1 1 the Borrower (as defined in the Facility Agreement),
- 1.1.2 the companies listed in Part 2 of Schedule 1 (*Original Parties*) as Original Guarantors thereto,
- 1 1 3 Gracemount Medical Centre Limited and the Chargor as Additional Guarantors,
- 1 1 4 Barclays Bank PLC, in its capacity as Arranger;
- 1 1 5 the financial institutions listed in Part 1 of Schedule 1 (*Original Parties*) thereto as Original Lenders,
- 1 1 6 Barclays Bank PLC, as counterparty to certain hedging arrangements, in its capacity as Original Counterparty;
- 1 1 7 Barclays Bank PLC, in its capacity as Facility Agent, and
- 1.1 8 Barclays Bank PLC, in its capacity as Security Agent,

the Lenders have agreed to make available to the Borrower certain loan facilities,

1 2 in terms of the Facility Agreement, Barclays Bank PLC in its capacity as security agent for each Finance Party, the Security Agent and any Receiver or Delegate (each Finance Party and any Receiver or Delegate being hereinafter together referred to as the "**Secured Parties**" and "**Secured Party**" means any of the Secured Parties) in relation to the Security Documents for the purpose of and in accordance with the terms of the Finance Documents or such other or additional security agent or agents as may from time to time be appointed in that capacity in accordance with the Finance Documents (Barclays Bank PLC and its successors and assignees as agent and trustee foresaid being hereinafter referred to as the "**Security Agent**") has agreed to hold on trust the security created by or pursuant to the Security Documents for the benefit of each Secured Party. In accordance with the terms of the Facility Agreement we, the Chargor, have agreed to grant this standard security which is a Finance Document for the purposes of the Facility Agreement,

1 3 words and expressions defined in the Facility Agreement shall, unless otherwise defined herein, have the same meanings in this standard security (including the recitals hereto) and the principles of construction set out in clause 1 2 of the Facility Agreement shall apply hereto except that references to the Facility Agreement will be construed as references to this standard security.

2 Now therefore we, the Chargor, hereby in security of the payment, discharge and performance of all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor and each grantor of Security to the Secured Parties (or any of them) under each or any of the Finance Documents together with all

costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities (the "**Secured Obligations**"), grant a standard security in favour of the Security Agent over ALL and WHOLE the subjects at 41 The Loan, South Queensferry EH30 9HA registered in the Land Register of Scotland under Title Number WLN28705 (the "**Secured Subjects**").

- 3 The standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended, and any lawful variation thereof operative for the time being (the "**Standard Conditions**") shall apply, and we, the Chargor, agree that.
- 3.1 Standard Conditions 1, 2, 3, 4, 5, 6 and 7 shall not apply to the security hereby created;
- 3.2 the whole covenants, representations, warranties and undertakings relating to property and insurances contained in the Facility Agreement shall apply to the Secured Subjects and shall be deemed to be incorporated herein mutatis mutandis,
- 3.3 upon the occurrence of an Event of Default (as defined in the Facility Agreement) and for so long as it is continuing, we, the Chargor, shall be held to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions whereupon, and without prejudice to all other rights and powers of the Security Agent or otherwise, the Security Agent shall be entitled to enter into possession of the Security Subjects and the Security Agent shall be able to take warrant of summary ejection against us, the Chargor, for the purposes of obtaining such possession,
- 3.4 the security created by this standard security will, at the request and cost of us, the Chargor, be discharged by the Security Agent when all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full,
- 3.5 we, the Chargor, grant warrandice but excepting therefrom:
 - 3.5.1 Lease between Parkwarm Limited and Lothian Primary Care NHS Trust dated 14 October 2002 and 28 July 2003 and registered in the Books of Council and Session on 10 December 2004 and the tenants' interest in which is registered in the Land Register of Scotland under Title Number WLN34124 as subsequently varied and/or amended;

but without prejudice to the right of the Security Agent to quarrel or impugn the

same on any ground of law not inferring breach of warrandice against us; and

3 6 we, the Chargor, consent to the registration hereof for preservation and execution: **IN WITNESS WHEREOF** these presents consisting of this and the preceding two pages are executed as follows.

SUBSCRIBED for and on behalf of
the said **PHP ASSETCO (2011) LIMITED**

at GREENER HOUSE, LONDON

on 29 NOVEMBER 2013

by PHILIP JOHN HOLLAND
Print Full Name,

one of its Directors,

before this witness

CARLO ROSCO
Print Full Name

Address

[REDACTED]

[REDACTED]
Director

[REDACTED]
Witness