



**Registration of a Charge**

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

Company number: **07652728**

Received for Electronic Filing: **23/01/2014**



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**Details of Charge**

Date of creation: **03/01/2014**

Charge code: **0765 2728 0011**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY AGENT**

Brief description: **A STANDARD SECURITY OVER ALL OF THE SUBJECTS AT 41 THE LOAN, SOUTH QUEENSFERRY, EH30 9HA (REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER WLN28705), AS MORE PARTICULARLY DESCRIBED IN CLAUSE 2 OF THE STANDARD SECURITY.**

**Notification of addition to or amendment of charge.**

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**Authentication of Form**

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

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**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:

**PAUL CASTLE**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 7652728

Charge code: 0765 2728 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd January 2014 and created by PHP ASSETCO (2011) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd January 2014 .

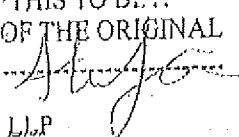
Given at Companies House, Cardiff on 23rd January 2014



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

WE CERTIFY THIS TO BE A  
TRUE COPY OF THE ORIGINAL  
SOLICITOR 

EVERSHEDS LLP

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

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Standard Security.

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

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3-5 Melville Street  
Edinburgh  
EH3 7PE

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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 for said 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 therefor 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 warranty 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 ROCCO  
Print Full Name

Address

SIX HEWILL RD

EN 60 9

Director

Witness