



Registration of a Charge

Company Name: **WHITEFIELD NURSING HOME LIMITED**

Company Number: **SC157455**



Received for filing in Electronic Format on the: **09/12/2021**

XAIYRPF6

Details of Charge

Date of creation: **30/11/2021**

Charge code: **SC15 7455 0012**

Persons entitled: **GLAS TRUST CORPORATION LIMITED (AS SECURITY AGENT)**

Brief description: **ALL AND WHOLE THE TENANT'S INTEREST IN THE LEASE OF ANGUSFIELD NURSING HOME, 226 QUEENS ROAD, ABERDEEN BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ABN79852.**

Contains negative pledge.

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: **BRODIES LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 157455

Charge code: SC15 7455 0012

The Registrar of Companies for Scotland hereby certifies that a charge dated 30th November 2021 and created by WHITEFIELD NURSING HOME LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th December 2021 .

Given at Companies House, Edinburgh on 9th December 2021

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**

Certified a true copy save for the
material redacted pursuant to
s859G of the Companies Act 2006


BRODIES LLP
Solicitors

Ref: H2C1.11

Date: 8 December 2021

STANDARD SECURITY

by

WHITEFIELD NURSING HOME LIMITED
as Chargor

in favour of

GLAS TRUST CORPORATION LIMITED
as Security Agent

Property: Angusfield Nursing Home, Aberdeen

Brodies LLP
15 Atholl Crescent
Edinburgh EH3 8HA
T: 0131 228 3777
F: 0131 228 3878
Ref: MXM.CAH.H2C1.11.H2C2333.2

For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Standard Security is delivered on 15 NOVEMBER 2021

STANDARD SECURITY

by

1. **WHITEFIELD NURSING HOME LIMITED**, a company incorporated in Scotland (Company Number SC157455), and having its registered office at Burlington Court Regional Office, 3 Stepps Road, Glasgow, G33 3NH (the "**Chargor**")

in favour of

2. **GLAS TRUST CORPORATION LIMITED**, a company incorporated in England and Wales (Company Number 07927175), and having its registered office at 55 Ludgate Hill, Level 1, West, London, England, EC4M 7JW as security trustee for itself and the other Secured Parties (the "**Security Agent**")

BACKGROUND

- A. The Chargor is party to a Credit Facility (as defined in the Intercreditor Agreement as defined below) the Debenture and certain other Secured Debt Documents (each as defined below).
- B. CSC Trustees Limited became the Security Agent pursuant to the terms of a Global Assignment Deed dated 11 April 2018 between Barclays Bank plc and CSC Trustees Limited.
- C. GLAS Trust Corporation Limited became the Security Agent pursuant to the terms of a Global Assignment Deed dated 15 February 2019 between CSC Trustees Limited and GLAS Trust Corporation Limited and accordingly is the holder of the security constituted by the Debenture and the other applicable Secured Debt Documents as at the date of this Standard Security.
- D. In connection with an amendment and restatement agreement in relation to the said Credit Facility between, among others, Elli Acquisitions Limited as company, Elli Finance (UK) plc (in administration acting by its administrators) as original borrower, Global Loan Agency Services Limited as agent and GLAS Trust Corporation Limited as security agent and dated on or before the date of delivery of this

Standard Security (the "**Amendment and Restatement Agreement**"), the Chargor, and the Security Agent have agreed to enter into this Standard Security.

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Standard Security, unless the context otherwise requires:

"Acceleration Event" means a Secured Debt Acceleration Event as defined in the Intercreditor Agreement;

"Act" means the Conveyancing and Feudal Reform (Scotland) Act 1970;

"Amended Credit Facility" means the credit facility agreement originally dated 15 March 2018 between, among others, Elli Acquisitions Limited as the company, Elli Finance (UK) plc as original borrower, as the same has been amended and/or amended and restated to date (most recently pursuant to the Amendment and Restatement Agreement) and as the same may hereafter be amended and/or amended and restated;

"Debenture" means the debenture dated 10 August 2012 between, amongst others, the Chargor and Barclays Bank plc as Security Agent which debenture is subject to (i) a security accession deed dated 10 August 2012 between Elli Acquisitions Limited as agent of the chargors party to the Debenture as at that date, Barclays Bank plc as Security Agent and FSHC Properties (Holdings) Limited (ii) a supplemental security deed dated 27 December 2012 between Elli Acquisitions Limited as agent of the chargors party to the Debenture as at that date, Principal Healthcare Finance Limited and Barclays Bank plc as Security Agent, (iii) a supplemental security deed dated 28 March 2013 between (amongst others) Elli Acquisitions Limited as agent of the chargors party to the Debenture as at that date and Barclays Bank plc as Security Agent, (iv) two supplemental security deeds dated 7 October 2015 between (amongst others) Elli Acquisitions Limited as agent of the chargors party to the Debenture as at that date and Barclays Bank plc as Security Agent, and (v) a security accession deed dated 7 October 2015 between The Huntercombe Group (Leaseco) Limited and Barclays Bank plc as Security Agent;

"Intercreditor Agreement" means the intercreditor agreement dated 27 June 2012 originally entered into between, amongst others, Elli Investments Limited, Elli Finance (UK) PLC, Elli Acquisitions Limited, Goldman Sachs International and Barclays Bank plc as security agent and as the same may be amended, varied, amended and restated, supplemented or otherwise modified from time;

"Property" means ALL and WHOLE the tenant's interest in the lease of Angusfield Nursing Home, 226 Queens Road, Aberdeen being the subjects registered in the Land Register of Scotland under Title Number ABN79852;

"Secured Debt Documents" means the Secured Debt Documents as defined in the Intercreditor Agreement;

"Secured Obligations" means the Secured Obligations as defined in the Intercreditor Agreement;

"Standard Conditions" means the standard conditions as specified in Schedule 3 to the Act.

1.2 Construction

1.2.1 In this Standard Security, unless a contrary intention appears, a reference to:

1.2.1.1 an "agreement" includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);

1.2.1.2 an "amendment" includes any amendment, supplement, variation, novation, modification, replacement or restatement and "amend", "amending" and "amended" shall be construed accordingly;

1.2.1.3 "assets" includes present and future properties, revenues and rights of every description;

1.2.1.4 "including" means including without limitation and "includes" and "included" shall be construed accordingly;

1.2.1.5 "losses" includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and "loss" shall be construed accordingly;

1.2.1.6 a "person" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing; and

1.2.1.7 a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.2.2 In this Standard Security, unless a contrary intention appears, a reference to:

1.2.2.1 any Finance Party (as defined in the applicable Secured Debt Document), Secured Party, the Chargor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors in title, permitted assignees and transferees 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 Secured Debt Documents;

- 1.2.2.2 any Secured Debt Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended or novated, including by way of increase of the facilities or other obligations or addition of new facilities or other obligations made available under them or accession or retirement of the parties to these agreements but excluding any amendment or novation made contrary to any provision of any Secured Debt Document;
- 1.2.2.3 any clause is a reference to a clause of this Standard Security; and
- 1.2.2.4 a provision of law is a reference to that provision as amended or re-enacted.
- 1.2.3 The headings in this Standard Security are inserted for convenience only and are to be ignored in construing this Standard Security.
- 1.2.4 Words importing the plural shall include the singular and vice versa.
- 1.2.5 Unless the context otherwise requires or unless otherwise defined in this Standard Security, words and expressions defined in the Intercreditor Agreement have the same meanings when used in this Standard Security.
- 1.2.6 This Standard Security is subject to the Intercreditor Agreement and in the event of conflict between a provision of this Standard Security and the Intercreditor Agreement, the Intercreditor Agreement shall prevail.

2 UNDERTAKING TO PAY

- 2.1 The Chargor, as primary obligor, undertakes to the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment.
- 2.2 A certificate or determination of the Security Agent as to any amount payable under this Standard Security will be conclusive and binding on the Chargor, except in the case of manifest error.

3 STANDARD SECURITY

- 3.1 The Chargor, as continuing security for the payment of the Secured Obligations, hereby grants a standard security in favour of the Security Agent over the Property.
- 3.2 The Standard Conditions and any lawful variation thereof operative for the time being shall apply to the standard security granted pursuant to Clause 3.1.

- 3.3 The Standard Conditions shall be varied in accordance with the express provisions of this Standard Security and the provisions of the Debenture and the Chargor agrees that the undertakings and the obligations on the debtor's part and the rights of the creditor contained in the Standard Conditions (as thus varied) shall be in addition to the undertakings and obligations on the part of the Chargor and the rights of the Security Agent respectively contained in the Secured Debt Documents.

4 DEFAULT

Without prejudice to the generality of Standard Condition 9(1)(b) the Chargor shall be held to be in default for the purposes of this Standard Security at any time after an Acceleration Event has occurred.

5 WARRANDICE

- 5.1 This Standard Security is subject to the standard security by Four Seasons Homes No.4 Limited in favour of Barclays Bank plc as security trustee registered in the Land Register of Scotland under Title Number ABN79852.
- 5.2 Subject to the standard security detailed in Clause 5.1, the Chargor grants warrandice.

6 SETTLEMENTS CONDITIONAL

Any settlement or discharge between the Chargor and any Secured Party shall be conditional upon no security or payment to that Secured Party by the Chargor or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of that Secured Party under this Standard Security) that Secured Party shall be entitled to recover from the Chargor the value which that Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

7 ASSIGNATION

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this Standard Security in accordance with the Intercreditor Agreement.

8 NOTICES

All notices relating to this Standard Security (other than any Calling-up-Notices or Notices of Default which shall be served in accordance with Sections 19 and 21, respectively, of the Act) shall be served in accordance with clause 35 (Notices) of the Amended Credit Facility.

9 Counterparts

- 9.1 This Standard Security may be executed in any number of counterparts and by each of the parties on separate counterparts.

9.2 Where executed in counterparts:

- 9.2.1 unless otherwise agreed between the parties, this Standard Security shall not take effect until each of the counterparts has been delivered in accordance with the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 (the "**Counterparts Act**");
- 9.2.2 each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered;
- 9.2.3 the counterparts shall be treated as a single document pursuant to the Counterparts Act; and
- 9.2.4 the parties may choose to evidence the date of delivery of this Standard Security by inserting it at the top of page 1 in the blank provided for the delivery date of this Standard Security.

- 9.3 The parties agree that where a person is nominated under section 2(1) of the Counterparts Act to take delivery of one or more of the counterparts, the obligations and/or duties of that person under section 2(3) of the Counterparts Act shall be excluded and such person shall hold such counterparts in accordance with any other arrangements agreed between the parties. The parties agree that this clause is for the benefit of any such nominated person and can be relied upon by such person notwithstanding that such person may not be a party to this Standard Security.

10 GOVERNING LAW AND SUBMISSION TO JURISDICTION

10.1 Governing Law

This Standard Security and any non-contractual obligations arising out of or in connection with it shall be governed by Scots law save that to the extent that the provisions of the Debenture are incorporated into this Standard Security by the operation of Clause 3.3, such provisions shall be given effect to in accordance with English law insofar as Scots law permits.

10.2 Submission to Jurisdiction

The parties agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Standard Security, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Charge) (a "**Dispute**"). The parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly none of them will argue to the contrary.

11 CONSENT TO REGISTRATION

The Chargor consents to the registration of this Standard Security and of any certificate referred to in Clause 2.2 for preservation and execution (save that no summary diligence shall be carried out in respect of the Chargor or the Property unless an Acceleration Event has occurred).

IN WITNESS WHEREOF these presents consisting of this and the preceding 6 pages are executed as follows and, if executed in counterpart, delivered on the date set out at the top of page 1 of this Standard Security in accordance with Clause 9:

For THE CHARGOR
SUBSCRIBED for and on behalf of
WHITEFIELD NURSING HOME LIMITED

signature of witness

ANDREW MATTHEWS
full name of above (print)

Whitefield House, Whitefield
address of witness

signature of director

PHILLIP CARY THOMAS
full name of above (print)

28 September 2021
date of signing

Birmingham, UK
place of signing

For THE SECURITY AGENT
SUBSCRIBED for and on behalf of
GLAS TRUST CORPORATION LIMITED
as Security Agent

signature of witness

full name of above (print)

address of witness

signature of authorised signatory

full name of above (print)

date of signing

place of signing

11 CONSENT TO REGISTRATION

The Chargor consents to the registration of this Standard Security and of any certificate referred to in Clause 2.2 for preservation and execution (save that no summary diligence shall be carried out in respect of the Chargor or the Property unless an Acceleration Event has occurred).

IN WITNESS WHEREOF these presents consisting of this and the preceding 6 pages are executed as follows and, if executed in counterpart, delivered on the date set out at the top of page 1 of this Standard Security in accordance with Clause 9:

For THE CHARGOR
SUBSCRIBED for and on behalf of
WHITEFIELD NURSING HOME LIMITED

signature of witness

signature of director

full name of above (print)

full name of above (print)

date of signing

address of witness

place of signing

For THE SECURITY AGENT
SUBSCRIBED for and on behalf of
GLAS TRUST CORPORATION LIMITED
as Security Agent

signature of witness

signature of authorised signatory

full name of above (print)

full name of above (print)

date of signing

address of witness

place of signing