

MG01

Particulars of a mortgage or charge

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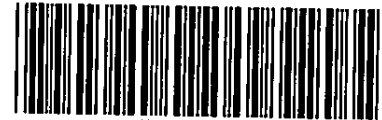
Please return
via
CH London Counter

A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

What this form is for
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

X What this form is NOT for
You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

WEDNESDAY



LD2 04/04/2012 #10
COMPANIES HOUSE

1 Company details		For official use
Company number	0 4 2 8 9 0 4 2	→ Filing in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	PatientFirst (RBS) Holdings Limited (the Chargor)	
2 Date of creation of charge		
Date of creation	d0 d2 m 0 m 4 y 2 y 0 y 1 y 2	
3 Description		
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'		
Description	Debenture (the Debenture)	
4 Amount secured		
Please give us details of the amount secured by the mortgage or charge		
Amount secured	The Secured Liabilities For the definition of this term see paragraph 4 below in this Form MG01's continuation pages	
		Continuation page Please use a continuation page if you need to enter more details

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name

The Royal Bank of Scotland plc, which includes its assignees, transferees and successors in title (the **Security Trustee**)

Address

15 Bishopsgate, London

Postcode

E C 2 P 2 A P

Name

Address

Postcode

Continuation page

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

Please refer to this Form MG01's continuation pages

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7	Particulars as to commission, allowance or discount (if any) Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered	
Commission allowance or discount	Nil	
8	Delivery of instrument You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870) We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)	
9 Signature	Signature Please sign the form here <div style="border: 1px solid black; padding: 5px;"> <small>Signature</small> X <i>SMR Denton UK LLP</i> X </div> This form must be signed by a person with an interest in the registration of the charge	

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name

JPCI/LHD/70001 00859

Company name

SNR Denton UK LLP

Address

One Fleet Place

Post town

London

County/Region

Greater London

Postcode

E C 4 M 7 W S

Country

England

DX

DX 242

Telephone

0207 242 1212



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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

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 NR 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

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1 Creation of Security

1 1 Land

The Chargor charged by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land

1 2 Investments

The Chargor mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge all Investments, including those held for it by any nominee

1.3 Equipment

The Chargor charged by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 3 1 of the Debenture

1 4 Accounts

The Chargor charged by way of fixed charge all amounts standing to the credit of each Account and all of its right, title and interest in and relating to each Account

1.5 Intellectual Property Rights

The Chargor charged by way of fixed charge all Intellectual Property Rights

1 6 Goodwill

The Chargor charged by way of fixed charge its goodwill

1.7 Uncalled capital

The Chargor charged by way of fixed charge its uncalled capital

1.8 Authorisations

The Chargor charged by way of fixed charge the benefit of all Authorisations held in relation to any Security Asset

1 9 Derivative Contracts

The Chargor charged by way of fixed charge its right to receive all moneys payable under any Derivative Contract

1 10 Insurances

The Chargor assigned absolutely all its rights and interests under the Insurances

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Short particulars

1.11 Other contractual rights

The Chargor assigned absolutely all its rights and interests under or in respect of

- (a) each Lease Document,
- (b) all Rental Income,
- (c) any guarantee of Rental Income contained in or relating to any Lease Document,
- (d) each appointment of a Manager (if any),
- (e) each Acquisition Agreement, and
- (f) any other agreement to which it is a party which is not otherwise effectively assigned or charged by way of fixed charge pursuant to Clause 3 of the Debenture, except any Derivative Contract

1.12 Other assets

1 12 1 The Chargor charged by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under Clause 3 of the Debenture

1 12 2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture

1 13 Trust

If or to the extent that the assignment or charging of any Security Asset is prohibited, the Chargor holds it on trust for the Security Trustee

2 Nature of Security created

2.1 General

The Security created under the Debenture was created

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities,
- (b) (except in the case of assets which are the subject of a legal mortgage under the Debenture) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them,
- (c) in favour of the Security Trustee as trustee for the Finance Parties, and

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6	Short particulars of all the property mortgaged or charged
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Short particulars	<p>(d) with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, incumbrances and rights, even if the Chargor does not know and could not reasonably be expected to know about them)</p> <p>2 2 Security over Derivative Contracts</p> <p>The Security created under the Debenture over any Derivative Contract shall apply net of set-off or combination of accounts owed under, and in accordance with the terms of, that Derivative Contract</p> <p>3 Negative pledge</p> <p>In the Debenture the Chargor undertook not to create or permit to subsist any Security over any Security Asset except for Permitted Security</p> <p>4 Definitions</p> <p>In this Form MG01</p> <p>Account means any bank account in the name of the Chargor or to which it is beneficially entitled</p> <p>Acquisition Agreement means any sale and purchase agreement for the acquisition of a Property or the shares, units or other interest in a proposed Additional Guarantor with an interest in a Property</p> <p>Additional Guarantor means a company which becomes an Additional Guarantor in accordance with Clause 28 (<i>Changes to the Obligors</i>) of the Facility Agreement</p> <p>Agent means The Royal Bank of Scotland plc</p> <p>Authorisation means an authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration</p> <p>Company means Primary Health Investment Properties Limited whose company number is 02906055</p> <p>Derivative Contract means</p> <p>(a) any hedging agreement, and</p>

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Short particulars

- (b) any other master agreement, schedule, confirmation, novation or other instrument entered into by the Chargor and a counterparty in connection with protection against or benefit from fluctuation in any rate or price

Equipment means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties which are now, or any time after the date of the Debenture become, the property of the Chargor

Facility Agreement means the facility agreement dated 16 March 2012 between, among others, the Company and the Security Trustee

Finance Party means the Security Trustee and other parties defined as a Finance Party in the Facility Agreement

Insurance means, each contract or policy of insurance to which the Chargor is a party or in which it has an interest

Intellectual Property Rights means

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property,
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature, and
- (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not

Investments means

- (a) all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations), and
- (b) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of them,

and includes all dividends, interest and other distributions paid or payable on or in respect of them

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Short particulars

Land has the same meaning as it has in section 205(1) of the Law of Property 1925 Act

Lease Document has the meaning given to it in the Facility Agreement

Manager means Nexus Tradeco Limited and JO Hambro Capital Management Limited or such other independent manager appointed by the Obligors in respect of a Property with the prior written approval of the Agent

Obligor means the Company and all other parties defined as an Obligor in the Facility Agreement

Permitted Security means any security falling into one of the categories in clause 24.4.4 (*Negative pledge*) of the Facility Agreement

Property has the meaning given to it in the Facility Agreement

Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them

Rental Income has the meaning given to it in the Facility Agreement

Secured Liabilities means all monies, present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by an Obligor or by some other person) now or after the date of the Debenture due, owing or incurred by each Obligor to the Finance Parties (or any of them), in any manner and in any currency or currencies together with all interest accruing on such monies and liabilities and all fees, costs, charges and expenses incurred by the Finance Parties except for any obligation or liability which, if it were so included, would cause that obligation or liability or any of the security in respect thereof, to be unlawful or prohibited by any applicable law, including Chapter 2 (*Financial assistance for purchase of own shares*) of Part 18 of the Companies Act 2006, or its equivalent in any other jurisdiction

Security means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect

Security Assets means all of the assets of the Chargor which are the subject of any security created or to be created by the Debenture

Tenant Contributions has the meaning given to it in the Facility Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 4289042
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 2 APRIL 2012
AND CREATED BY PATIENTFIRST (RBS) HOLDINGS LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OBLIGOR TO THE FINANCE PARTIES (OR ANY OF THEM)
ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 4 APRIL 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 APRIL 2012



Companies House
— for the record —



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

CM LAD