

**COMPANIES FORM No. 400**

**Particulars of a mortgage or charge subject  
to which property has been acquired**

**400**

CHFP025

A fee of £10 is payable to Companies House in respect  
of each register entry for a mortgage or charge

Please do not  
write in  
this margin

Pursuant to section 400 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 4)

For official use

Company number

[13]

04316249

Name of company

\*JARVIS PRIMARY HEALTH LIMITED

Date and description of the instrument (if any) creating or evidencing the mortgage or charge (note 1)

STANDARD SECURITY DATED 5 February 1999

Amount secured by the mortgage or charge The Indebtedness (see continuation sheet)

Names and addresses of the mortgagees or persons entitled to the mortgage or charge

THE GENERAL PRACTICE FINANCE CORPORATION LIMITED ("the Trustee") whose  
registered office is at 2 Rougier Street York YO90 1UU

Short particulars of the property mortgaged or charged

See continuation sheet

Continue overleaf as necessary

Presentor's name address and  
reference (if any)

**Tyte & Lewis**  
**Alder Castle**  
**10 Noble Street**  
**London EC2V 7TL**

Time critical reference

For official Use  
Mortgage Section

Post room



LD4  
COMPANIES HOUSE

\*L2080625\*

0240  
28/12/01

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Date of the acquisition of the property 21 DECEMBER 2001  
Signed H. Laffey Designation DIRECTOR Date 21/12/01

A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 3)

† Insert  
Director,  
Secretary,  
Administrator,  
or  
Administrative  
Receiver as  
appropriate

## Notes

- 1 A description of the instrument, eg, "Trust Deed", "Debenture", etc, as the case may be, should be given.
- 2 A verified copy of the instrument must be delivered with these particulars correctly completed to the Registrar of Companies within 21 days after the date of the completion of the acquisition of the property which is subject to the charge. The copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. If the property is situated and the charge was created outside Great Britain, they must be delivered within 21 days after the date on which the copy of the instrument could in due course of post, and if despatched with due diligence have been received in the United Kingdom.
- 3 Cheques and Postal Orders are to be made payable to **Companies House**.
- 4 The address of the Registrar of Companies is:-  
  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

**Continuation Sheet Form 400**

Short particulars of all the property charged:

ALL and WHOLE that plot or area of ground lying adjacent to Alemoor Crescent at Hawkhill Edinburgh in the Country of Midlothian extending to One thousand One hundred and Twenty eight square metres or thereby metric measure being the plot or area of ground shown delineated in red on the plan and executed as relative hereto and which subjects form PART and PORTION of ALL and WHOLE that plot or area of land at Hawkhill Edinburgh in the said County extending to Four hectares and One decimal or one thousandth parts of an hectare or thereby being the subjects more particularly described in, in feu farm disposed by and shown delineated in red on the plan and executed as relative to Feu Disposition by the City of Edinburgh Council in favour of The Miller Group Limited dated Twenty eighth April and recorded in the Division of the General Register of Sasines applicable to the County of Midlothian on Twentieth May Nineteen Hundred and Ninety seven (which subjects hereby secured are hereinafter referred to as "the Subjects"); TOGETHER WITH (First) the heritable and irredeemable servitude rights of pedestrian and vehicular access to and egress from the Subjects and the heritable and irredeemable servitude rights for laying, maintaining, altering, repairing and the renewal and removal of pipes, cables and other transmitters serving the Subjects running beneath the route of the said servitude right more particularly described in and referred to in the said Feu Disposition by the City of Edinburgh Council in favour of the Miller Group Limited dated and recorded as aforesaid; (Second) the benefits of the heritable and irredeemable servitude right of way and the heritable and irredeemable servitude right to lay and thereafter to inspect, maintain, repair, and renew foul water and surface waters, sewers, gas pipes, water mains, electric cables, telecommunication services together with any necessary ancillary equipment and any other services together with the rights which are all specified and contained in (One) the Deed of Servitude by Port of Leith Housing Association Limited in favour of the Lothian Regional Council dated Twenty fourth March and recorded in the said Division of the General Register of Sasines on Nineteenth April Nineteen hundred and Ninety Five; and (Two) the Feu Contract between the City of Edinburgh District Council and Port Leith Housing Association Limited dated Twenty second March and recorded in the said Division of the General register of Sasines on Fourth April Nineteen hundred and Ninety Five, in so far as the said benefits of the heritable and irredeemable servitude right of way and the said heritable and irredeemable servitude right to lay and inspect et cetera foul water and surface water, sewers et cetera as aforesaid are applicable to the Subjects; (Third) the right to enter, examine and lay open the ground appropriated to the adjoining subjects belonging to (or sometime belonging to) the City of Edinburgh Council more particularly described in and referred to in the said Feu Disposition by the City of Edinburgh Council in favour of the Miller Group Limited dated and recorded as aforesaid; (Fourth) the heritable and irredeemable servitude right to use for all necessary purposes the estate roads within residential development by the Miller Group Limited at Hawkhill, foresaid ("the Development") with all other parties entitled to use the same, in so far as the said roads have not been adopted by the Local Authority; (Fifth) a heritable and irredeemable servitude right to make connection with or connect into all or any of the services which at present or in future pass over, under or through or adjoin the Subjects subject only to the Chargo a) having first obtained the written approval of any relevant statutory undertakers as required and b) making good any damage caused thereby; (Sixth) the whole parts, privileges and pertinents pertaining to the Subjects and (Seventh) our whole title and interest, present and future in and to the said Subjects and others hereby secured:

**Continuation sheet for Form 400 v.2**

The Indebtedness as described under the amount secured by the mortgage or charge are defined as follows:

**Indebtedness** means all moneys, obligations and liabilities whatsoever which may now or at any time in the future be due, owing or incurred by any **Group Member** to the Trustee or any **Lender** or for or in respect of which any Group Member may be liable to the Trustee or any Lender whether present or future, actual or contingent, on any account whatsoever, as principal or surety and whether alone or jointly with any other party or parties including without limitation, interest, legal and other costs, charges and expenses.

**Group Member** means each member of the **Borrowing Group** including the (**Initial Chargor**) from time to time which has an obligation to any lender in relation to the indebtedness.

**Lender** means the Trustee, Norwich Union plc and any company which is or becomes a holding company of any such company or subsidiary or associate of any such company or holding company which lends or has lent to, or is at any time owed moneys by, any Group Member.

**Borrowing Group** means The Healthcare Property Company Limited (Company Number 2970770) and any company from time to time which is a holding company or subsidiary of The Healthcare Property Company Limited and any subsidiary undertaking or associate of any such company.

**Chargor** means any company including the **Initial Chargor** which shall have granted or otherwise provided any **Encumbrance** in favour of the Trustee over any of its assets under or pursuant to this Deed or any deed supplemental hereto, and which shall not for the time being have ceased to be a Chargor pursuant to the provisions of this Deed.

**Encumbrance** means any mortgage, standard security, pledge, hypothecation, title retention, lien, charge, assignment or assignation by way of security or other agreement or arrangement having the effect of conferring security.

**Initial Chargor** being The Healthcare Property Company Limited.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 04316249

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A STANDARD SECURITY FOR ALL MONIES OBLIGATIONS AND LIABILITIES WHATSOEVER WHICH MAY NOW OR AT ANY TIME IN FUTURE BE DUE OWING OR INCURRED BY ANY GROUP MEMBER TO THE TRUSTEE OR ANY LENDER OR FOR OR IN RESPECT OF WHICH ANY GROUP MEMBER MAY BE LIABLE TO THE TRUSTEE OR ANY LENDER WHETHER PRESENT OR FUTURE ACTUAL OR CONTINGENT AN ANY ACCOUNT WHATSOEVER AS PRINCIPAL OR SURETY AND WHETHER ALONE OR JOINTLY WITH ANY OTHER PARTY OR PARTIES INCLUDING WITHOUT LIMITATION INTEREST LEGAL AND OTHER COSTS CHARGES AND EXPENSES. SECURED ON THE PROPERTY ACQUIRED BY JARVIS PRIMARY HEALTH LIMITED ON THE 21st DECEMBER 2001 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th DECEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd JANUARY 2002.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —