



Registration of a Charge

Company name: **PATIENTFIRST PARTNERSHIPS LIMITED**

Company number: **04316249**



X7BH37JV

Received for Electronic Filing: **02/08/2018**

Details of Charge

Date of creation: **27/07/2018**

Charge code: **0431 6249 0065**

Persons entitled: **SANTANDER UK PLC**

Brief description:

Contains fixed charge(s).

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: **KATE SHANNON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4316249

Charge code: 0431 6249 0065

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th July 2018 and created by PATIENTFIRST PARTNERSHIPS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd August 2018 .

Given at Companies House, Cardiff on 6th August 2018

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**

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-
- (1) **PATIENTFIRST PARTNERSHIPS LIMITED** as Chargor
(2) **SANTANDER UK PLC** as Security Agent
-

Assignment of Rental Income

Relating to Restalrig Park Medical Centre, 40 Alemoor Crescent, Edinburgh

We certify this document as a true copy of the original

Eversheds Sutherland LLP

Date: 27/07/2018

EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

We hereby certify this to be a true copy of the original subject to redaction under
S859G Companies Act 2006.

Eversheds Sutherland (International) LLP

ASSIGNATION OF RENTAL INCOME DELIVERED on

27 July

2018

between

- (1) **PATIENTFIRST PARTNERSHIPS LIMITED**, Incorporated under the Companies Acts (company number 04316249) and having its registered office at 5th Floor, Greener House, 66-68 Haymarket, London, SW1Y 4RF (the "**Chargor**"); and
- (2) **SANTANDER UK PLC** as security trustee for the Secured Parties (the "**Security Agent**")

THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Assignment, the following words and phrases have the specified meanings.

"Business Day"	has the meaning given to it in the Facility Agreement
"Delegate"	has the meaning given in the Facility Agreement
"Discharge Date"	means the date with effect from which the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full
"Event of Default"	has the meaning given in the Facility Agreement
"Facility Agreement"	means the facility agreement dated on or about the date of this Standard Security between, amongst others, the Chargor and the Security Agent as amended, varied, novated or supplemented from time to time
"Finance Document"	has the meaning given in the Facility Agreement
"Finance Party"	has the meaning given in the Facility Agreement
"Insolvency Event"	has the meaning given in the Facility Agreement
"Leases"	means the leases affecting the Property more particularly described in Part 1 of the Schedule as varied and/or amended from time to time as the case may be together with any leases or any other rights of occupancy granted by the Chargor from time to time of the Property or any part of it
"Property"	means ALL and WHOLE the subjects known as 40 Alamo Crescent, Edinburgh, EH7 6UJ being the subjects registered in the Land Register of Scotland under Title Number MID19437
"Rental Income"	has the meaning given to it in the Facility Agreement
"Receiver"	has the meaning given to it in the Facility Agreement
"Schedule"	means the schedule annexed as relative to this Assignment
"Secured Liabilities"	means 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

	Transaction Obligor to any Secured Party under each Finance Document
"Secured Party"	means a Finance Party, a Receiver or any Delegate and "Secured Parties" means all of them
"Security"	has the meaning given to it in the Facility Agreement
"Security Period"	means the period beginning on the date of this Assignment and ending on the Discharge Date
"Tenants"	means the tenants for the time being under the Leases and includes any guarantors, trustees in sequestration, receivers, liquidators, administrators or similar persons in relation to the Tenants
"Transaction Obligor"	has the meaning given in the Facility Agreement

1.2 Construction

- 1.2.1 Unless a contrary indication appears in this Assignment:
- 1.2.1.1 terms defined in the Facility Agreement have the same meaning in this Assignment;
 - 1.2.1.2 the provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this Assignment as if set out in full in this Assignment with all necessary amendments;
 - 1.2.1.3 all provisions in the Facility Agreement that are stated therein to apply to the Finance Document apply to this Assignment as if set out in full in this Assignment; and
 - 1.2.1.4 reference to the singular is a reference to the plural and vice versa.
- 1.2.2 Unless a contrary indication appears, any reference in this Assignment to:
- 1.2.2.1 the "**Chargor**" and/or the "**Security Agent**" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents and, in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Finance Documents;
 - 1.2.2.2 an "**account**" is a reference to that account as re-designated, renumbered, substituted or replaced from time to time; and
 - 1.2.2.3 a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as validly amended, novated, supplemented, extended, restated or replaced from time to time.
- 1.2.3 Where this Assignment includes the words "**including**" or "**or otherwise**" (or similar words or phrases), the intention is to state examples and not to be exhaustive.
- 1.2.4 References to any Security "**created by this Assignment**" are to be deemed to include such Security created or intended to be created, constituted, given, made or extended by, under or evidenced by this Assignment.

1.3 Conflict

In the event of any direct conflict or inconsistency between the terms of this Assignment and the terms of the Facility Agreement, the terms of the Facility Agreement shall in so far as lawful prevail.

2. COVENANT TO PAY

- 2.1 The Chargor as principal debtor and not just as surety, covenants with the Security Agent to pay or discharge the Secured Liabilities in the manner provided for in the Finance Document.

3. ASSIGNATION IN SECURITY

- 3.1 The Chargor as security for the payment or discharge of the Secured Liabilities hereby assigns, subject to a proviso for re-assignment on redemption, to the Security Agent all its right, title, interest, and benefit in and to the Rental Income.

3.2 Continuing Security

This Assignment is a continuing security for the payment and discharge of the Secured Liabilities. The provisions of this Assignment will apply at all times:

- 3.2.1 regardless of the date on which any of the Secured Liabilities were incurred;
- 3.2.2 notwithstanding any intermediate payment or discharge; and
- 3.2.3 in respect of the full amount of the Secured Liabilities at the relevant time even if the amount of the Secured Liabilities had previously been less than that amount or had been nil at any time.

4. INTIMATION

The Chargor shall, within three Business Days of the effective date of this Assignment, intimate to each of the Tenants the fact that the Chargor has assigned the Rental Income in security to the Security Agent, such intimation to be in the form set out in Part 2 of the Schedule to this Assignment and will use reasonable endeavours to procure that each of the Tenants shall give an acknowledgement to the Security Agent.

5. FURTHER ASSURANCE

- 5.1 The Chargor shall, at its own expense, promptly take all such actions, including executing all such documents, notices, orders, directions and instructions in such form as the Security Agent may reasonably require:

- 5.1.1 to create, perfect, protect and (if necessary) maintain the Security created or intended to be created by this Assignment or for the exercise of any rights, powers and remedies of the Secured Parties provided by or under this Assignment or by law or regulation; and
- 5.1.2 to facilitate the realisation of the Rental Income which is, or is intended to be, the subject of Security created by this Standard Security.

5.2 NEW LEASES

In the event that any new Lease is entered into after the date of this Assignment in relation to the Property, the Chargor shall notify the Security Agent promptly and if requested to do so, grant a new assignment of rents in terms of materially the same as this Assignment and intimate the granting of the same to the Tenants under that new Lease.

6. NEGATIVE PLEDGE

During the Security Period, the Chargor shall not, except with the Security Agent's written consent, create or attempt to create or permit to subsist any Security over all or any part of the Rental Income save as permitted under the Facility Agreement.

7. ENFORCEMENT

7.1 The Security created by this Assignment is enforceable at any time while an Event of Default is continuing.

7.2 After this Assignment has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Assignment in any manner it sees fit.

7.3 At any time after this Assignment has become enforceable the Security Agent shall be entitled to exercise all and/or any rights and powers in relation to the Rental Income which could have been exercised by the landlord under the Leases, including (but not limited to):

7.3.1 serving any notice or notices on the Tenants instructing the Tenants to make all future payments of Rental Income to an account designated by the Security Agent;

7.3.2 power to receive all or any money payable in respect of or in connection with the Rental Income or any part of it; and

7.3.3 power to negotiate, compromise and/or agree any dispute arising in connection with the Rental Income.

7.4 The Security Agent shall not be liable to the Chargor for any loss as a result of the exercise by the Security Agent of any power conferred by this Assignment.

8. APPLICATION OF PROCEEDS

8.1 Order of Priority

All amounts received by the Security Agent in connection with the enforcement of the Security created under this Assignment will be applied, to the extent permitted by applicable law, (notwithstanding any purported appropriation by the Chargor) in accordance with the provisions of the Facility Agreement.

8.2 Suspense account

The Security Agent may credit any monies at any time received or realised under this Assignment to an interest-bearing suspense account, for so long and on such terms as the Security Agent may determine pending their application towards discharging the Secured Liabilities.

8.3 New Accounts

If at any time:

8.3.1 the Chargor's obligations cease to be continuing obligations for any reason; or

8.3.2 a Secured Party receives or is deemed to have received notice of subsequent Security over any of the Secured Property

then each Secured Party may open a new account with the Chargor. If a Secured Party does not open a new account, it will be treated as having done so at the time when the Chargor's obligations cease to be continuing obligations or, as the case may be, the relevant notice of subsequent Security was received and as from that time all payments made by or on behalf of the Chargor to that Secured Party will be credited or be treated as having been

credited to the relevant new account and not as having been applied in discharge of the Secured Liabilities.

9. POWER OF ATTORNEY

9.1 As security for the performance of its obligations under this Assignment, the Chargor irrevocably and severally appoints the Security Agent, each Receiver and each Delegate to be its attorney, with full power of substitution.

9.2 Each attorney may, in the Chargor's name and on its behalf and at its expense, do anything which the Chargor is obliged to do under any Finance Document to which it is a party but has failed to do or (following an Event of Default which is continuing) which the Security Agent, Receiver or Delegate may in their absolute discretion consider appropriate in connection with the exercise of any of their rights, powers, authorities or discretions in relation to the Secured Property or under or otherwise for the purposes of any Finance Document or any law or regulation.

9.3 The Chargor ratifies and confirms anything done by any attorney under this Clause 9. The Chargor agrees to indemnify each attorney against all actions, claims, demands and proceedings taken or made against it and all costs, damages, expenses, liabilities and losses incurred by each attorney as a result of or in connection with this power of attorney.

10. MISCELLANEOUS PROVISIONS

10.1 Except where expressly stated to the contrary, the powers, rights and remedies provided in this Assignment are in addition to (and not instead of) powers, rights and remedies under law.

10.2 If the Security Agent fails to exercise any power, right or remedy under this Assignment or delays its exercise of any power, right or remedy, this does not mean that it waives that power, right or remedy. If the Security Agent exercises, or partly exercises, a power, right or remedy once, this does not mean that it cannot exercise such power right or remedy again, fully or in part.

10.3 The Security Agent may decide when and how to apply any payments and distributions received for its own account under this Assignment, and also, as between the Security Agent and the Chargor, whether and, if so, when, how and to what extent (a) to exercise its rights under this Assignment and (b) to exercise any other right it might have in respect of the Chargor (or otherwise) without, in any case, the Chargor having the right to control or restrict the Security Agent's exercise of this discretion.

10.4 No provision of this Assignment will interfere with the Security Agent's right to arrange its affairs as it may in its absolute discretion decide (nor oblige it to disclose any information relating to its affairs), except as expressly stated.

11. SAVING PROVISIONS

11.1 Reinstatement

If, at any time, there has been a release, settlement or discharge of the Chargor's obligations under this Assignment and, as a consequence of any Insolvency Event or for any other reason:

11.1.1 any payment made to any person in respect of any of the Secured Liabilities is required to be repaid; and/or

11.1.2 any such payment or any Security (or other right) held by the Secured Parties in respect of any of the Secured Liabilities (whether under this Assignment or otherwise) is void, is set aside or is otherwise affected,

then the Chargor's obligations under this Assignment shall continue in effect as if there had been no such release, settlement or discharge and as if the relevant payment had not been

made and/or (as applicable) the relevant obligation or Security (or other right) had not been so affected; and accordingly (but without limiting the Secured Parties' other rights under this Assignment) the Security Agent will be entitled to recover from the Chargor the value which the Security Agent has placed upon such Security (or other right) or the amount of any such payment as if such release, settlement or discharge had not occurred.

11.2 Avoidable payments

If the Security Agent, acting reasonably, considers that any amount paid by or on behalf of the Chargor in respect of the Secured Liabilities is capable of being avoided, set aside or ordered to be refunded or reduced for any reason, then for the purposes of this Assignment such amount will not be considered to have been irrevocably paid.

11.3 Further advances

The Security created by this Assignment is intended to secure any further advances which any Secured Party is obliged to make under the Finance Document.

12. RELEASE

On the Discharge Date (but subject to Clauses 11.1 (*Reinstatement*) and 11.2 (*Avoidable payments*)) the Security Agent shall, at the request and cost of the Chargor, as soon as reasonably practicable, execute and do all deeds, acts and things as may be necessary to release this Assignment and procure the retrocession or re-assignment to the Assignor of the property and assets assigned to the Security Agent pursuant to this Assignment.

13. ASSIGNATION

13.1 The Chargor may not assign or otherwise deal with its rights or obligations under or interests in this Assignment, except with the prior written consent of the Security Agent.

13.2 The Security Agent may at any time assign or otherwise deal with any of its rights or obligations under or interests in this Assignment in accordance with the terms of the Facility Agreement.

13.3 The Security Agent may disclose any information about the Chargor, the Rental Income, the Secured Liabilities and this Assignment to any person to whom it proposes to assign or transfer (or has assigned) any of its rights or obligations under or interests in this Assignment, or with whom it proposes to enter into (or has entered into) any other dealings in relation to any such rights, obligations or interests in each case in accordance with the terms of the Facility Agreement.

14. NOTICES

All notices relating to this Assignment shall be served in accordance with Clause 34 (*Notices*) of the Facility Agreement.

15. COUNTERPARTS, DELIVERY AND EFFECTIVE DATE

15.1 This Assignment may be executed in any number of counterparts, each of which will constitute an original, but which will together constitute one agreement.

15.2 Where executed in counterparts:

15.2.1 this Assignment will not take effect until each of the counterparts has been delivered;

15.2.2 each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered;

15.2.3 the date of delivery may be inserted in the testing clause in the blank provided for the effective date of this Assignment.

16. **GOVERNING LAW**

This Assignment and any non-contractual obligations arising out of or in connection with it shall be governed by Scots law.

17. **SUBMISSION TO JURISDICTION**

17.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Assignment (including a dispute regarding the existence, validity or termination of this Assignment) and any non-contractual obligations arising out of or in connection with it (a "Dispute").

17.2 The parties to this Assignment agree that the courts of Scotland are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Assignment will argue to the contrary.

18. **CONSENT TO REGISTRATION**

The Chargor consents to the registration of this Assignment for preservation.

IN WITNESS WHEREOF this Assignment consisting of this and the 6 preceding pages together with the Schedule (in two parts) annexed and executed as relative hereto are executed in counterpart as follows and are delivered for the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 on 27 July 2018:

SIGNED for and on behalf of
PATIENTFIRST PARTNERSHIPS LIMITED

place of signing LONDON

on 26/7/18

by Richard Howell
(Print Full Name)
one of its Directors

Redacted - Eversheds
Sutherland (International) LLP

(Signature)

In the presence of:

ZINA PATEL

Name CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place
78 Cannon Street
London
EC4N 6AF

Address

Travis M. Minter

Occupation

Redacted - Eversheds
Sutherland (International) LLP

Witness (Signature)

SUBSCRIBED for and on behalf of
SANTANDER UK PLC

place of signing Eversheds Sutherland

on 27 July 2018

by ANDREW LIPSCOMBE

(Print Full Name)

Its authorised signatory

Redacted - Eversheds
Sutherland (International) LLP

(Signature)

In the presence of:

Inaya Homard
Name

Redacted - Eversheds
Sutherland (International)
LLP

Witness (Signature)

Address

Occupation

Trainee
Eversheds Sutherland (International) LLP
1 Wood Street, London EC2V 7WS

**THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING ASSIGNATION OF RENTAL
INCOME BY PATIENTFIRST PARTNERSHIPS LIMITED IN FAVOUR OF SANTANDER UK PLC**

SCHEDULE

Part 1 - The Leases

Lease between Jarvis Primary Health Limited and Lothian Primary Care NHS Trust dated 15 and 28 October 2003 and registered in the Books of Council and Session on 27 November 2003 and the tenant's interest registered in the Land Register under title number MID76130

Part 2 - Form of Notice of Assignment

To: [Insert address of tenant for service of notices as per the Lease]

Dated: [date]

Dear Sirs

[here identify the relevant lease] between [original landlord] and [original tenant] ("Lease")

[here identify the property demised under the Lease] ("Property")

We [] (the "Chargor") hereby give notice that by an Assignment of Rental Income dated [Insert date] 2018 ("Assignment"), a certified copy of which is attached to this intimation, granted by the Chargor in favour of **SANTANDER UK PLC**, and its permitted successors and assignees (the "Lender"), we assigned by way of security to the Lender all rights, title and interest in and to all present and future rent receivable or recoverable by the Chargor from you and your successors as tenants under the Lease.

We further intimate and irrevocably and unconditionally instruct and authorise you:

1. that you may continue to deal with us in relation to the Lease until you receive written notice to the contrary from the Lender, but authorise and instruct you that, after you have received such notice, we will cease to have any right to deal with you in relation to the Lease except in accordance with the instructions of the Lender and therefore from that time you may deal directly with the Lender;
2. to disclose information in relation to the Lease to the Lender promptly on request, without any enquiry by you as to the justification for such disclosure or reference to or further authority from us;
3. to continue to pay all sums payable by you under the Lease directly to [] [as managing agent] in respect of the Property until such time as the Security Agent instructs you otherwise from time to time;
4. that, whenever you serve any notice upon us under the Lease, you should supply a copy of such notice to the Lender at its address given in the copy of this notice (or as otherwise notified to you by it from time to time); and
5. that the provisions of this notice may only be revoked with the written consent of the Lender.

Please sign and return the enclosed copy of this intimation to the Lender (with a copy to us).

The provisions of this intimation are governed by Scottish law.

Yours faithfully

For and on behalf of

[]

FORM OF ACKNOWLEDGEMENT

To: FAO: []
 []
 []

Copy to:

[]

We hereby acknowledge receipt of the above intimation.

Signed:.....

for and on behalf of [TBC]

Dated:

Redacted -
Eversheds
Sutherland
(International) LLP

.....
(Chargor)

.....
(Security Agent)

To: FAO: []
 []
 []

Copy to:

[]

We hereby acknowledge receipt of the above intimation.

Signed:.....

for and on behalf of [TBC]

Dated:

.....
(Chargor)

Redacted - Eversheds Sutherland
(International) LLP

(Security Agent)