



Registration of a Charge

Company Name: **PATIENTFIRST PARTNERSHIPS LIMITED**

Company Number: **04316249**



Received for filing in Electronic Format on the: **01/02/2022**

XAWYD8D7

Details of Charge

Date of creation: **28/01/2022**

Charge code: **0431 6249 0070**

Persons entitled: **SANTANDER UK PLC**

Brief description: **LAND AT 40 ALEMOOR CRESCENT, EDINBURGH, EH7 6UJ, REGISTERED
IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER
MID19437**

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: **TRISTAN DOLLIE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4316249

Charge code: 0431 6249 0070

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th January 2022 and created by PATIENTFIRST PARTNERSHIPS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st February 2022 .

Given at Companies House, Cardiff on 2nd February 2022

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



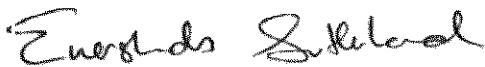
**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

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

Standard Security

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

We certify this document as a true copy of the original, save for material redacted pursuant to section 859G Companies Act 2006



.....
Eversheds Sutherland (International) LLP

THIS STANDARD SECURITY is made

BY

- (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**")

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. DEFINITIONS AND INTERPRETATION

1.1 Defined terms

In this Standard Security, the following words and expressions have the following meanings:

"Act"	means the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended by the Redemption of Standard Securities (Scotland) Act 1971
"Default Rate"	means the rate specified in clause 8.4 of the Facility Agreement
"Delegate"	means any delegate, agent, attorney or co-trustee appointed by the Security Agent
"Event of Default"	has the meaning given to it 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 to it in the Facility Agreement
"Leases"	means the 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 in which is registered in the Land Register of Scotland under title number MID76130 and any variations thereto and all subsidiary rights of occupation flowing therefrom
"Property"	means ALL and WHOLE the subjects known as 40 Alemoor Crescent, Edinburgh, EH7 6UJ being the subjects registered in the Land Register of Scotland under Title Number MID19437
"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 each Finance Party from time to time party to the Facility Agreement and Delegate
"Security"	has the meaning given in the Facility Agreement

"Standard Conditions"	means the standard conditions specified in Schedule 3 to the Act and any lawful variation thereof operative for the time being
"Standard Security"	means this standard security
"Tax"	has the meaning given in the Facility Agreement
"Transaction Obligor"	has the meaning given in the Facility Agreement

1.2 Construction

1.2.1 Unless a contrary indication appears in this Standard Security:

- 1.2.1.1 terms defined in the Facility Agreement have the same meaning in this Standard Security;
- 1.2.1.2 the provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this Standard Security as if set out in full in this Standard Security with all necessary amendments;
- 1.2.1.3 all provisions in the Facility Agreement that are stated therein to apply to the Finance Documents apply to this Standard Security as if set out in full in this Standard Security; 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 Standard Security 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 Document and, in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Finance Document;
- 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 Standard Security 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 Standard Security**" 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 Standard Security.

2. COVENANT TO PAY

The Chargor as principal debtor and not just as surety undertakes to the Security Agent to pay, discharge and perform the Secured Liabilities in the manner provided for in the Finance Document.

3. CHARGE

3.1 In security for the payment or discharge of the Secured Liabilities, the Chargor hereby grants a Standard Security in favour of the Security Agent over the Property.

- 3.2 This Standard Security is a continuing security for the payment and discharge of the Secured Liabilities. The provisions of this Standard Security 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. STANDARD CONDITIONS

- 4.1 The Standard Conditions shall apply and they shall be varied firstly to the extent they are inconsistent with the terms of the Facility Agreement, in which case the terms of the Facility Agreement shall prevail, secondly in accordance with the provisions of this Standard Security and thirdly to the effect that the following provisions shall apply:
- 4.1.1 Standard Condition 7 shall be varied to the effect that the Security Agent shall not be required to give notice of its exercise of the right of entry referred to in Standard Condition 7(2);
 - 4.1.2 the interest rate for the purposes of Standard Condition 7(3) shall be the Default Rate; and
 - 4.1.3 for the purposes of Standard Condition 9(1) the Chargor shall be held to be in default if there is an Event of Default which is continuing, and in the event of the Chargor being in default as aforesaid, then without prejudice to any other rights and remedies available to the Security Agent by virtue of the Standard Conditions or any other security, charge or undertaking or in any other manner the Security Agent will be entitled to exercise any of the remedies available to a Security Agent on default of the Chargor by virtue of the provisions of the Act.

5. DECLARATIONS

If the Security Agent receives notice of any subsequent charge or other interest affecting all or any part of the Property the Security Agent may open a new account or accounts with the Chargor and, if or in so far as the Security Agent does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it received such notice and as and from that time all payments made by the Chargor to the Security Agent shall, notwithstanding any instructions by the Chargor to the contrary, be credited or treated as having been credited to the new account or accounts and shall not operate to reduce the amount due from the Chargor to the Security Agent at the time when notice was received.

6. UNDERTAKINGS BY THE CHARGOR

- 6.1 The Chargor undertakes to comply with all of the obligations incumbent on it and contained in the Facility Agreement including, amongst other things, not, except as expressly allowed under the terms of the Facility Agreement:
- 6.1.1 during the security period, create or permit to subsist any Security on the Property; or
 - 6.1.2 to sell, transfer, licence, lease or otherwise dispose of the Property or any part thereof.

7. ENFORCEMENT

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

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

7.3 The Security Agent will not be liable, by reason of entering into possession of the Property, to account as heritable creditor in possession or for any loss on realisation or for any default or omission for which a heritable creditor might be liable.

8. **PAYMENTS**

8.1 All payments by the Chargor pursuant to this Standard Security shall be made without any set-off or counterclaim and in accordance with clause 32 (*Payment Mechanics*) of the Facility Agreement.

8.2 The Security Agent may in relation to this Standard Security act on the opinion or advice of or any information obtained from any lawyer, valuer, surveyor, auditor, accountant or other expert acting in his professional capacity in accordance with clause 28 (*Role of the Agent, the Security Agent the Arranger and the Reference Banks*) of the Facility Agreement.

8.3 The Security Agent may at any time (without notice or consent) assign, transfer or otherwise dispose of in any manner it sees fit, all or any part of the benefit of this Standard Security (or all or any of its rights under this Standard Security) and/or any of its obligations under this Standard Security in accordance with the terms of the Facility Agreement. The Chargor may not assign, transfer or otherwise dispose of any part of the benefit or burden of this Standard Security or all or any of its rights under this Standard Security without the prior written consent of the Security Agent.

9. **CERTIFICATE OF SUMS DUE**

A certificate by an officer of the Security Agent as to the money or liabilities for the time being due or incurred to it by the Chargor shall be conclusive evidence against the Chargor in any legal proceedings in the absence of manifest error.

10. **FURTHER ASSURANCE**

10.1 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:

10.1.1 to create, perfect, protect and (if necessary) maintain the Security created or intended to be created by this Standard Security or for the exercise of any rights, powers and remedies of the Secured Parties provided by or under this Standard Security or by law or regulation; and

10.1.2 to facilitate the realisation of the asset which is, or is intended to be, the subject of Security created by this Standard Security.

11. **NOTICES**

Clause 34 (*Notices*) of the Facility Agreement is incorporated into this Standard Security as if fully set out in this Standard Security.

12. **PRESERVATION OF RIGHTS**

12.1 Neither the obligations of the Chargor herein contained nor the rights, powers and remedies conferred in respect of the Chargor upon the Security Agent by this Standard Security or by law shall be discharged, impaired or otherwise affected by:

12.1.1 the winding up, dissolution, administration or reorganisation of the Chargor or any change in the status, function, control or ownership of the Chargor;

12.1.2 any legal limitation, disability, incapacity or other circumstances relating to the Chargor in relation to the indebtedness or any of the obligations of the Chargor

in relation to the Secured Liabilities being or becoming illegal, invalid, unenforceable or ineffective in any respect;

- 12.1.3 any time or other indulgence being granted or agreed to be granted to the Chargor in respect of its obligations in relation to the Secured Liabilities or under any other Security;
- 12.1.4 any amendment to, or any variation, waiver or release of any obligation of the Chargor in relation to the Secured Liabilities;
- 12.1.5 any failure to take, or fully to take, any Security agreed to be taken in respect of the obligations of the Chargor in relation to the Secured Liabilities;
- 12.1.6 any failure to realise or fully to realise the value of, or any release, discharge, exchange or substitution of any such Security taken in respect of the Chargor in relation to the Secured Liabilities; or
- 12.1.7 any other act, event or omission which, but for this Clause might operate to discharge, impair or otherwise affect any of the obligations of the Chargor herein contained or any of the rights, powers or remedies conferred upon the Security Agent by this Standard Security or by law.

13. **CONFLICT WITH THE TERMS OF THE FACILITY AGREEMENT**

Without prejudice to the terms of Clause 4 (*Standard Conditions*), where there is a direct conflict between: (a) the Standard Conditions and/or the conditions contained in the Standard Security and; (b) the Facility Agreement, the Facility Agreement shall in so far as lawful prevail and have effect in preference to the Standard Conditions and/or the conditions contained in the Standard Security.

14. **GOVERNING LAW AND JURISDICTION**

- 14.1 This Standard Security and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Scotland.
- 14.2 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Standard Security (including a dispute regarding the existence, validity or termination of this Standard Security) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").
- 14.3 The parties to this Standard Security agree that the courts of Scotland are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Standard Security will argue to the contrary.

15. **WARRANTICE**

The Chargor grants warrantice, but excepting therefrom the Leases, and consents to registration of the Standard Security and any certificate referred to in Clause 9 hereof for preservation.

IN WITNESS WHEREOF these presents consisting of this and the preceding 5 pages are subscribed on behalf of the Chargor as follows:

SIGNED for and on behalf of
PATIENTFIRST PARTNERSHIPS LIMITED

place of signing LONDON

on 10 DECEMBER 2021

by RICHARD HOWELL
(Print Full Name)
one of its Directors


.....
(Signature)

In the presence of:

CLAIRE LEVÉL
.....
Name


.....
Witness (Signature)

.....
Address

