

MR01

Particulars of a charge

390326/13

Laserform

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge created or evidenced by
an instrument

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation
delivered outside of the 21 days it will be rejected unless
a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original.**

MONDAY



LD2 13/10/2014 #111
COMPANIES HOUSE

1 Company details

Company number 0 5 3 7 0 5 9 1
Company name in full Piramal Healthcare UK Limited
(the "Chargor")

8 For official use
→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d0 d8 m1 m0 y2 y0 y1 y4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Piramal Healthcare Pension Trustees Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

The freehold land and buildings on the north side of the A6087, Morpeth (title no ND97820) and the leasehold title known as 1.99 acres of land on the south west side of the A1, Morpeth (title no ND107121) together with all buildings, structures, erections, fixtures and fittings (including trade fixtures and fittings) from time to time on the Charged Property

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Mayer Brown International LLP

X

This form must be signed by a person with an interest in the charge

MR01**Particulars of a charge****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. The contact information you give will be visible to searchers of the public record.

Contact name Alex Bell

Company name Mayer Brown International LLP

Address 201 Bishopsgate

Post town

County/Region

Postcode

E C 2 N 3 A F

Country United Kingdom

DX

Telephone 02031303278

**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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**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 filed on paper.

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 N R 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5370591

Charge code: 0537 0591 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th October 2014 and created by PIRAMAL HEALTHCARE UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th October 2014.

Put

Given at Companies House, Cardiff on 16th October 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

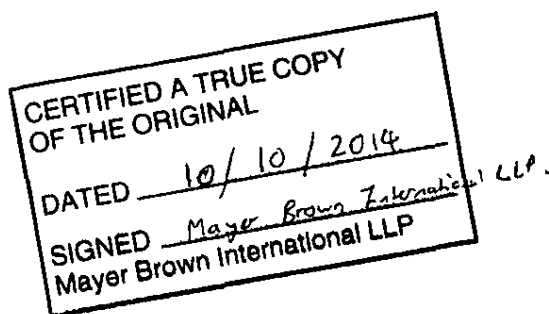
EXECUTION VERSION

Dated 8th October 2014

- (1) **PIRAMAL HEALTHCARE UK LIMITED** as
the Company
- (2) **PIRAMAL HEALTHCARE PENSION
TRUSTEES LIMITED** as the Trustee

SUPPLEMENTAL LEGAL CHARGE
relating to the Morpeth Land and Property

**This Supplemental Legal Charge is subject to the
terms of the Deed of Priority (as defined herein)**



MAYER • BROWN

LONDON

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THIS SUPPLEMENTAL LEGAL CHARGE is dated 8th October 2014 and made between

- (1) **PIRAMAL HEALTHCARE UK LIMITED** (the "**Company**"), and
- (2) **PIRAMAL HEALTHCARE PENSION TRUSTEES LIMITED** in its capacity as trustee of the **PIRAMAL HEALTHCARE UK PENSION FUND** (the "**Trustee**")

BACKGROUND:

- (A) By a debenture dated 17 December 2010 and made by the Company in favour of the Trustee (the "**Debenture**"), the Company created fixed and floating charges over all of its respective property, assets and undertaking as security for the Debt owed to the Trustee
- (B) The Debenture and this Supplemental Legal Charge are subject to the terms of a deed of priority (the "**Deed of Priority**") dated on or about the date of this Supplemental Legal Charge between the Company, the Trustee, HSBC Bank Plc and HSBC Invoice Finance (UK) Limited
- (C) The Company has agreed to grant a legal charge in favour of the Trustee over the property listed in Schedule 1 (*The Charged Property*) (the "**Charged Property**")
- (D) By this Supplemental Legal Charge, which is supplemental to the Debenture, the Company grants that legal charge to the Trustee
- (E) This document is the deed of the Company even if it has not been duly executed by the Trustee or has been executed by the Trustee but not as a deed

THIS DEED WITNESSES that:

1 DEFINITIONS AND INTERPRETATION

1.1 Defined terms

Terms defined in the Debenture or, failing that, the Deed of Priority but not defined in this Supplemental Legal Charge shall have the same meaning in the Supplemental Legal Charge as in the Debenture or, as the case may be, the Deed of Priority

1.2 Interpretation

Clause 37 (*Interpretation*) of the Debenture shall apply as if set out in full again here, with such changes as are appropriate to fit this context

1.3 Incorporation

For the purposes of s2 Law of Property (Miscellaneous Provisions) Act 1989, the terms of any document to which the Trustee and the Company are parties (other than this Supplemental Legal Charge) are incorporated in this Supplemental Legal Charge

1 4 **Inconsistency**

If there is any inconsistency between the terms of this Supplemental Legal Charge and those of the Debenture, the terms of the Debenture shall prevail

2 **SECURITY**

2 1 **Legal charge**

As security for the payment and discharge of the Debt, the Company with full title guarantee charges to the Trustee by way of legal mortgage all of its rights as at the date of this Supplemental Legal Charge in the Charged Property, together with all of its rights in all buildings, structures, erections, fixtures and fittings (including trade fixtures and fittings) from time to time on the Charged Property and any proceeds of sale of all or any part of the Charged Property

2.2 **Confirmation of security created by the Debenture**

The Company acknowledges

- (a) that the Charged Property falls within the definition of "**fixed charged property**" in Clause 4 4 (*Security given over the Company's Assets*) of the Debenture, and
- (b) the Charged Property and the other assets referred to in Clause 2 1 (together the "**Charged Property Assets**") fall within the definition of "**charged property**" in Clause 4.4 (*Security given over the Company's Assets*) of the Debenture

2 3 **Land Registry Restriction**

The Company applies to the Chief Land Registrar to enter the following restriction on the Proprietorship Register of the title of the Charged Property:

"No disposition of the registered estate by the proprietor of the registered estate [or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction,] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●], in favour of [●] referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer"

3 **INCORPORATION OF DEBENTURE PROVISIONS**

The provisions of Clauses 6 (*Restrictions on Company*) to 38 (*Company's compliance with Memorandum and Articles of Association*) of the Debenture (excluding Clauses 7 (*Land Registry Restriction*) and 32 1 (*Notices, Governing Law and Jurisdiction*)) shall apply as if set out in full here, with such changes as are appropriate to fit this context. In particular, for these purposes references to "**this Debenture**" shall be construed as references to this Supplemental Legal Charge and references to the "fixed charged property" or the "charged property" shall be construed as references to the Charged Property Assets

4. LAW

This Supplemental Legal Charge is governed by, and shall be construed in accordance with, English law

EXECUTION:

The parties have shown their acceptance of the terms of this Supplemental Legal Charge by executing it, in the case of the Company as a deed, after the Schedule

SCHEDULE 1
THE CHARGED PROPERTY

The freehold land and buildings on the north side of the A6087, Morpeth (title number ND97820) and the leasehold title known as 1.99 acres of land on the south west side of the A1, Morpeth (title number ND107121)

EXECUTION of Supplemental Legal Charge:

The Company

SIGNED as a deed by)
, Director, duly authorised for and on)
behalf of **PIRAMAL HEALTHCARE**)
UK LIMITED in the presence of

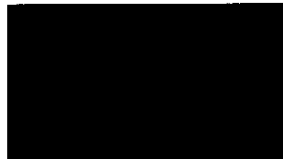


Witness's signature



Witness's name *CHRIS M LEAHY*
(in capitals)

Witness's address



The Trustee

SIGNED as a deed by *MARK T CARLSON*)
, Director, and *H. V. S. TEJHA*, Director, (STU)
, Director/Secretary, duly authorised for)
and on behalf of **PIRAMAL**
HEALTHCARE PENSION TRUSTEES
LIMITED as trustee of the Piramal
Healthcare UK Pension Fund

