



Registration of a Charge

Company Name: **PIRAMAL HEALTHCARE UK LIMITED**

Company Number: **05370591**



Received for filing in Electronic Format on the: **23/01/2023**

XBVTRLF7

Details of Charge

Date of creation: **18/01/2023**

Charge code: **0537 0591 0010**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **ALL AND WHOLE THE TENANT'S INTEREST UNDER THE LEASE BETWEEN AVECIA LIMITED AND AVECIA PHARMACEUTICALS LIMITED DATED 28 APRIL 2005 AND REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER STG52250 IN RESPECT OF THE SUBJECTS FORMING THE PMF BUILDING, EARL'S ROAD, GRANGEMOUTH, FK3 8XG (OTHERWISE KNOWN AS PMF BUILDING AVECIA COMPLEX, GRANGEMOUTH).**

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: **BRODIES LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5370591

Charge code: 0537 0591 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th January 2023 and created by PIRAMAL HEALTHCARE UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd January 2023 .

Given at Companies House, Cardiff on 25th January 2023

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**

 CAMERON JAMES MCKAY, SOLICITOR

Brodies LLP

Solicitors

Date: 19.01.2023

STANDARD SECURITY

Ref: HSB16.14

This Standard Security is delivered on 12 January 2023 2022

THIS IS AN IMPORTANT LEGAL DOCUMENT. WE RECOMMEND THAT YOU OBTAIN INDEPENDENT LEGAL ADVICE AND MAKE SURE YOU UNDERSTAND IT BEFORE YOU SIGN IT

Key Standard Security Details	
You/Your	Piramal Healthcare UK Limited, a company incorporated under the Companies Act (Company number 05370591) and having its registered office at Whalton Road, Morpeth, Northumberland, NE61 3YA.
Us/We	HSBC UK Bank plc, a company incorporated under the Companies Act (Company number 09928412) and having a place of business at Securities Processing Centre, BX8 5HB or another entity that it transfers its rights and/or obligations under this Standard Security to.
The Property	The leasehold interest in PMF Building, Earl's Road, Grangemouth, FK3 8XG (otherwise known as PMF Building Avecia Complex, Grangemouth) registered in the Land Register of Scotland with title number STG52250, as more fully described in Part 1 of the Schedule.
Your assets that are secured	By entering into this Standard Security you are giving us security over the Property.
Your obligations to us that are secured	You give us security under this Standard Security for the payment of any amounts owed by you to us whether now or in the future, and whether owned jointly or severally (the "Debt").
Schedule	The Schedule in three parts annexed and executed as relative to this Standard Security.
Scottish Security Conditions	The Scottish Security Conditions (2021 edition) dated 26 October 2021 and registered in the Books of Council and Session on 3 November 2021 and any variation or extension of those Scottish Security Conditions.

1 MEANING OF CERTAIN WORDS

1.1 The definitions above apply to the rest of this Standard Security.

- 1.2 The Scottish Security Conditions incorporated into this Standard Security and form part of the Standard Security as if they were set out here in full.

2 WHAT YOU AGREE TO PAY US

- 2.1 You will pay us on demand, the Debt.
- 2.2 The Debt does not include any money and liabilities arising under a regulated agreement, as defined under section 189 of the Consumer Credit Act 1974 as may be amended or replaced from time to time.
- 2.3 We will charge you interest in accordance with any agreement between you and us or (if there is no agreement) at a rate of 3% per year above the Bank of England base rate (as such base rate may change, and whenever such base rate is less than zero it shall be deemed to be zero) from the date of demand until the date on which you make the payment, if you fail to pay us in accordance with our demand.

3 THE SECURITY YOU GIVE US

- 3.1 You, in security for the Debt, hereby grant a standard security in favour of us over the Property.
- 3.2 The standard security is subject to the heritable security (if any) and any agreement regulating its ranking detailed in Part 2 of the Schedule.
- 3.3 You will hold the Property on trust for us if this Standard Security is ineffective.

4 WARRANDICE

You grant warrandice, subject to the heritable security (if any) detailed in Part 2 of the Schedule and to the leases (if any) of the Property detailed in Part 3 of the Schedule.

5 THE SCOTTISH SECURITY CONDITIONS

- 5.1 You undertake to comply fully with the Scottish Security Conditions. You acknowledge having received a copy of the Scottish Security Conditions.
- 5.2 The Standard Security Conditions specified in Schedule 3 of the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and varied by (a) the Redemption of Standard Securities (Scotland) Act 1971 and (b) the Scottish Security Conditions, and any lawful variation thereof operative for the time being, shall apply.

6 CALCULATIONS AND CERTIFICATES

Any rate or amount under this Standard Security or in relation to the Debt that we certify or define will, unless there is a manifest error, be conclusive evidence of the relevant matter.

7 DELIVERY

7.1 Counterpart execution

This Standard Security may be executed in any number of counterparts and by the parties on separate counterparts.

7.2 Delivery where this Standard Security is executed in counterpart

Where executed in counterpart:

7.2.1 this Standard Security shall not take effect until all the counterparts have been delivered;

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

7.2.3 the parties may choose to evidence the date of delivery of this Standard Security by inserting this on the front page of this Standard Security.

7.3 Delivery where this Standard Security is not executed in counterpart

If this Standard Security is not executed in counterparts, this Standard Security shall be delivered on the date inserted on the front page of this Standard Security or, if no such date is inserted, the date on which the last party has signed this Standard Security.

7.4 Appointment of nominated person

The parties to this Standard Security, in accordance with section 2(1) of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 (the "**Counterparts Act**"), may nominate a person to take delivery of all counterparts of this Standard Security. The parties agree that the provisions of section 2(3) of the Counterparts Act shall not apply to any counterpart of this Standard Security.

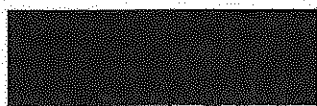
8 CONSENT TO REGISTRATION

You consent to the registration of this Standard Security and any certificate referred to in clause 6 above for preservation and execution.

IN WITNESS WHEREOF this Standard Security consisting of this and the preceding 3 pages and the Schedule in three parts annexed and executed as relative hereto is executed by you as follows:

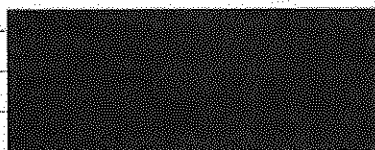
This is an important legal document. We strongly recommend that you obtain independent legal advice and make sure that you understand it before you sign.

Subscribed for and on behalf of PIRAMAL HEALTHCARE UK LIMITED:

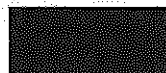


signature of witness

CLARE CASTLE
full name of above (print)



Address of witness



signature of director

CHRIS LEAHY
full name of above (print)

24 AUGUST 2022
date of signing

MORPETH, UK.
place of signing

Subscribed for and on behalf of HSBC UK BANK PLC:

signature of witness

full name of above (print)

Address of witness

signature of authorised signatory

full name of above (print)

date of signing

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Subscribed for and on behalf of PIRAMAL HEALTHCARE UK LIMITED:

signature of witness

signature of director

full name of above (print)

full name of above (print)

date of signing

place of signing

Address of witness

Subscribed for and on behalf of HSBC UK BANK PLC:

signature of witness

signature of authorised signatory

RAEHEL WOODAU

STEVEN SHERRATT

full name of above (print)

full name of above (print)

HSBC UK

25/08/2022

LANDMARK BUILDING,
MANCHESTER

date of signing

HSBC UK, LANDMARK BUILDING, MANCHESTER

place of signing

Address of witness

This is the Schedule in three parts referred to in the foregoing Standard Security by Piramal Healthcare UK Limited in favour of HSBC UK Bank plc

PART 1

Description of the Property secured in favour of HSBC UK Bank plc

ALL and WHOLE the tenant's interest under the lease between Avecia Limited and Avecia Pharmaceuticals Limited dated 28 April 2005 and registered in the Land Register of Scotland under Title Number STG52250 in respect of the subjects forming the PMF Building, Earl's Road, Grangemouth, FK3 8XG (otherwise known as PMF Building Avecia Complex, Grangemouth).

PART 2

Insert details of any outstanding standard securities and any ranking agreements

None

PART 3

The sublease between Avecia Pharmaceuticals Limited and Avecia Fine Chemicals Limited dated 28 April 2006 and registered in the Land Register of Scotland under Title Number STG52244 in respect of the subjects forming 1.3 Storage Area, Avecia Complex, Grangemouth.

PIRAMAL HEALTHCARE UK LIMITED...

HSBC UK BANK PLC...

PART 3

The sublease between Avecia Pharmaceuticals Limited and Avecia Fine Chemicals Limited dated 28 April 2005 and registered in the Land Register of Scotland under Title Number STG52244 in respect of the subjects forming 1.3 Storage Area, Avecia Complex, Grangemouth.

PIRAMAL HEALTHCARE UK LIMITED

HSBC UK BANK PLC

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Brodies LLP

Solicitors

Date: 19.01.2023

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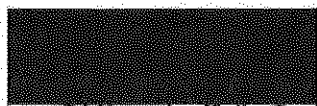
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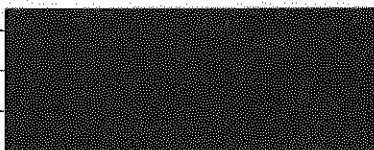
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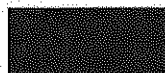


signature of witness

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full name of above (print)



Address of witness



signature of director

CHRIS LEAHY
full name of above (print)

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RAEHEL WOODMAN

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full name of above (print)

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PIRAMAL HEALTHCARE UK LIMITED.....

HSBC UK BANK PLC.....

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HSBC UK BANK PLC.....