

MG01s

Particulars of a charge created by a company  
registered in Scotland

COMPANIES HOUSE  
FEE PAID  
EDINBURGH



iris  
LASERFORM

A fee is payable with this form.  
We will not accept this form unless you send the correct fee.  
Please see 'How to pay' on the last page.

☒ **What this form is for**  
You may use this form to register  
particulars of a charge created by a  
Scottish company.

☐ **What this form is NOT for**  
You cannot use this form to re-  
register particulars of a mortgage or charge  
created by a company in England  
and Wales or Northern Ireland. To  
do this, please use form MG01.

FRIDAY



\*S16QXD5D\*  
SCT 13/04/2012 #683

COMPANIES HOUSE

\*S16JGBQA\*  
SCT 10/04/2012 #45  
COMPANIES HOUSE

**1 Company details**

Company number S C 4 0 0 3 4 2

Company name in full Aberdeen Community Healthcare Village Limited  
(the "Borrower")

For official use  
3  
→ Filling in this form  
Please complete in typescript or in  
bold black capitals.  
All fields are mandatory unless  
specified or indicated by \*

**2 Date of creation of charge**

Date of creation d0 d2 m0 m4 y2 y0 y1 y2

**3 Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge e.g. 'Standard security', 'Floating charge' etc.

Description Assignment in security (the "Borrower Assignment in Security")

**4 Amount secured**

Please give us details of the amount secured by the charge.

Amount secured All present and future liabilities (actual or  
contingent) payable or owing by the Borrower and/or  
Holdco to any Finance Party under the Finance  
Documents whether or not matured and whether or not  
liquidated and whether solely or jointly with one  
or more persons and whether as principal debtor or  
guarantor or surety (the "Secured Obligations").

Please see continuation sheet for definitions.

Continuation page  
Please use a continuation page if  
you need to enter more details.

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**5 Mortgagee(s) or person(s) entitled to the charge**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

**Continuation page**

Please use a continuation page if you need to enter more details.

Name Aviva Public Private Finance Limited as security trustee

Address for each of the Finance Parties (the "Security Trustee")

Sentinel House, 37 Surrey Street, Norwich

Postcode N R 1 3 N J

Name

Address

Postcode

**6 Short particulars of all the property charged**

Please give the short particulars of the property charged.

**Continuation page**

Please use a continuation page if you need to enter more details.

Short particulars

All the Borrower's right, title and interest in and to the Assigned Documents and the Related Rights (the "Assigned Rights").

Please see continuation sheet for definitions.

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**Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①**

Please see continuation sheet.

① In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

**Continuation page**

Please use a continuation page if you need to enter more details.

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## Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission, allowance or discount

nil

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## Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.

In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

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## Signature ②

Please sign the form here.

Signature

Signature

X



X

### ② Signature

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

For and on behalf of MacLay Murray & Spens LLP

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## 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name MNM/JSW/AVI/6/996

Company name Maclay Murray & Spens LLP

Address Quatermile One

15 Lauriston Place

Post town Edinburgh

County/Region Midlothian

Postcode E H 3 9 E P

Country United Kingdom

DX DX ED137 Edinburgh

Telephone 0131 228 7000



## 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 deed (if any) with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



## 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 charge.

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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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## Particulars of a charge created by a company registered in Scotland

### 6 Short particulars of all the property charged

Please give the short particulars of the property charged.

#### Short particulars

##### Restriction on Dealings

The Chargor undertakes that unless otherwise agreed in writing by the Security Trustee it shall not create, grant, or permit to subsist any Security over all or any of its right, title, and interest in the Assigned Rights.

##### DEFINITIONS

"Acceptable Credit Rating" means, in respect of any person, a credit rating for its long-term unsecured and non credit-enhanced debt obligations of A- or higher from Standard & Poor's Rating Services or Fitch Ratings Ltd or A3 or higher from Moody's Investor Services Limited or a comparable rating from an internationally recognised credit rating agency.

"Acceptable Letter of Credit" means means a letter of credit which:

- (a) shall be issued in favour of the Borrower and the Security Trustee by an Approved Bank;
- (b) has, from time to time, a residual maturity of not less than one (1) month; and
- (c) is in full force and effect

"Account Bank" means Clydesdale Bank plc acting through its branch at 35 Regent Street, London SW1Y 4ND;

"Account Bank Agreement" means the account bank agreement dated 2 April 2012 among the Account Bank, the Borrower and Aviva Public Private Finance Limited as Security Trustee and Lender;

"Assets" means in relation to the Borrower, all or any part of its business, undertaking, property, assets, revenues (including any right to receive revenues) and uncalled capital wherever situated;

"Approved Bank" means:

- (a) a bank or financial institution which has an Acceptable Credit Rating; or
- (b) any other bank or financial institution approved by the Lender

"Assigned Documents" means the documents listed in schedule 1 (Assigned Documents) of the Borrower Assignment in Security (a copy of which is attached to this form MG01s), together with any other documents relating to the Project entered into from time to time by the Borrower;

"Assigned Rights" means all the Borrower's right, title and interest in and to the Assigned Documents and the Related Rights;

"Authorised Investments" means an investment denominated in Sterling in any of the following:

- (a) freely transferable and marketable debt securities issued by HM Government which constitute direct, primary and unsubordinated obligations having a maturity of less than six months from the date of purchase; or
- (b) bank debt obligations in the form of certificates of deposit, time deposits or banker's acceptances with a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of "A" or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or "A2" or higher by Moody's Investor Services Limited or a comparable rating from an internationally recognised credit rating agency; or
- (c) other investments agreed between the Borrower and the Lender

"Authority" means Grampian Health Board of Summerfield House, 2 Eday Road, Aberdeen, AB15 6RE;

"Borrower Debenture" means the debenture dated 2 April 2012 creating fixed and floating security over the Assets of the Borrower in favour of the Security Trustee;

"Borrower Equity" means any shares in the issued share capital of the Borrower and the Borrower Loan Notes;

"Borrower Floating Charge" means the bond and floating charge dated 30 March 2012 creating floating security over the Assets of the Borrower in favour of the Security Trustee;

"Borrower Loan Notes" means 13% unsecured loan notes 2038 issued or to be issued by the Borrower pursuant to the Borrower Loan Note Instrument;

"Borrower Loan Note Instrument" means the loan note instrument dated 2 April 2012 constituting the Borrower Loan Notes;

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Please give the short particulars of the property charged.

#### Short particulars

**"Borrower Security Documents"** means:

- (a) the Borrower Debenture;
- (b) the Borrower Assignment in Security; and
- (c) the Borrower Floating Charge;

**"Building Contractor"** means Miller Construction UK Limited a company incorporated in Scotland with registered number SC209666 and having its registered office at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH;

**"Building Contractor Direct Agreement"** means the direct agreement dated 2 April 2012 between the Borrower, the Building Contractor, the Building Contractor Guarantor and the Security Trustee;

**"Building Contractor Guarantor"** means Miller Corporate Holdings Limited a company incorporated in Scotland with registered number SC288228 and having its registered office at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH;

**"Charged Assets"** means the assets, rights and undertaking of the Borrower from time to time mortgaged, charged or assigned to the Security Trustee by or pursuant to the Deed;

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Trustee;

**"Direct Agreement"** means:

- (a) the Lender's Direct Agreement;
- (b) the Building Contractor Direct Agreement;
- (c) the FM Contractor Direct Agreement; and
- (e) any other agreement or document which the Lender may from time to time designate as a "Direct Agreement" with the consent of the Borrower;

**"Facilities Agreement"** means the facilities agreement dated 2 April 2012 among, *inter alios*, the Borrower and Aviva Commercial Finance Limited as Lender and Security Trustee;

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## 6 Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

"Finance Documents" means:

- (a) the Facilities Agreement;
- (b) the Security Documents;
- (c) the Intercreditor Deed;
- (d) the Account Bank Agreement;
- (e) the Insurance Account Agreement;
- (f) the Direct Agreements;
- (g) any Acceptable Letter of Credit;
- (h) each other document executed from time to time pursuant to any of the foregoing to which the Borrower and any Finance Party is a party; and
- (i) any other agreement or document which the Lender may from time to time designate as a Finance Document with the prior consent of the Borrower.

"Finance Party" means the Security Trustee, the Original Lender, any New Lender and any Delegate;

"FM Contractor" means Miller Construction UK Limited (trading as "Miller Asset 24") a company incorporated in Scotland with registered number SC209666 and having its registered office at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH;

"FM Agreement" means the facilities management contract dated 2 April 2012 between the FM Contractor and the Borrower;

"FM Contractor Direct Agreement" means the direct agreement dated 2 April 2012 between the Borrower, the Security Trustee, the FM Contractor and the FM Contractor Guarantor in respect of the FM Agreement;

"FM Contractor Guarantor" means Miller Corporate Holdings Limited a company incorporated in Scotland with registered number SC288228 and having its registered office at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH;

"Granary Building" has the meaning given to it in the Project Agreement.

"Holdco" means HUB NORTH SCOTLAND LIMITED, a company incorporated in Scotland with registered number SC390666 and having its registered office at Miller House, 2 Lochside View, Edinburgh Park, EH12 9DH;

"Holdco Share Pledge" means the share pledge dated 30 March 2012 creating security over Holdco's interest in the Borrower Equity in favour of the Security Trustee;

"Insolvency Act" means the Insolvency Act 1986;

"Insurance Account Agreement" means the "Insurance Proceeds Account Agreement" in respect of the Joint Insurance Account (as defined in the Facilities Agreement), entered into among the Authority, the Borrower, the Security Trustee and the Account Bank dated 2 April 2012, together with the operating mandates in respect of the Joint Insurance Account (as defined in the Facilities Agreement);

"Insurance Policy" means any policy of insurance or assurance in which the Borrower may at any time have an interest;



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#### Short particulars

"**Intercreditor Deed**" means the intercreditor deed dated 2 April 2012 between, *inter alios*, the Borrower, Holdco and Aviva Public Private Finance Limited as Lender and Security Trustee;

"**Investments**" means all shares and stock in the capital of any company, debentures, securities, certificates or deposits, interests in collective investment schemes, warrants, options and any other rights to subscribe for or acquire any such investments hereafter owned by the Borrower or in which the Borrower has an interest (including all Authorised Investments) together in all cases with all Related Rights;

"**Lender**" means:

- (a) the Original Lender; and/or
- (b) any New Lender

which in each case has not ceased to be a Lender in accordance with the terms of the Facilities Agreement;

"**Lender's Direct Agreement**" means the direct agreement dated 30 March 2012 between the Borrower, the Security Trustee and the Authority in respect of the Project Agreement;

"**New Lender**" shall have the meaning given to it in Clause 26.3 (*Assignments and transfers by the Lender*) of the Facilities Agreement;

"**Original Lender**" means Aviva Public Private Finance Limited;

"**Project**" means the financing, design, construction, testing, commissioning, operation, management and maintenance of the Project Facilities or the other parts of the Works pursuant to the terms of the Project Agreement and activities ancillary or related to such purposes as contemplated by Clause 3 (*Purpose*) of the Facilities Agreement;

"**Project Agreement**" means the agreement relating to the design, construction of the Works (as defined in the Facilities Agreement) and the servicing and maintenance of the Project Facilities dated 2 April 2012 between the Borrower and the Authority for the implementation of the Project;

"**Project Facilities**" means the Facilities (as defined in the Project Agreement) and including (for the avoidance of doubt) the Granary Building to the extent that the Borrower has relevant responsibility for it under the Project Agreement;

"**Related Rights**" means, in relation to any Investments, all rights derived from those Investments including rights to dividends, interest and other distributions paid or payable after the date of this Deed on all or any of those Investments and all stocks, shares or other securities (and dividends, interest and other distributions thereon) or other rights accruing or offered at any time by way of redemption, bonus, pre-emption or otherwise to or in respect of all or any of those Investments or in substitution or exchange for all or any of the Investments;

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#### Short particulars

"**Security**" means a mortgage, charge, assignment in security, assignation in security, floating charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"**Security Documents**" means:

(a) the Borrower Security Documents;

(b) the Holdco Share Pledge;

(c) all agreements and other documents executed from time to time pursuant to any of the foregoing or otherwise creating or evidencing (or expressing to create or evidence) any security on any of the Assets in respect of the obligations of the Borrower or Holdco under any of the Finance Documents; and

(e) any other agreement or document which the Security Trustee may from time to time designate as a Security Document with the consent of the Borrower; and

"**Works**" shall have the meaning attributed to it in the Project Agreement and, for the avoidance of doubt, will include the Granary Works (as defined in the Project Agreement).

Any reference in the Borrower Assignment in Security to the Facilities Agreement, a Finance Document, or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as from time to time amended, novated, supplemented, replaced, extended, or restated in the whole or in part.



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

COMPANY NO. 400342

CHARGE NO. 3

I HEREBY CERTIFY THAT A CHARGE CREATED BY ABERDEEN  
COMMUNITY HEALTH CARE VILLAGE LIMITED

ON 2 APRIL 2012

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF AVIVA PUBLIC PRIVATE FINANCE LIMITED

WAS DELIVERED PURSUANT TO SECTION 878 OF THE  
COMPANIES ACT 2006 ON 13 APRIL 2012

GIVEN AT COMPANIES HOUSE, EDINBURGH 18 APRIL 2012



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES