



**Registration of a Charge**

Company name: **HEALTH INVESTMENTS LIMITED**

Company number: **04301986**



X75Y8PFU

Received for Electronic Filing: **14/05/2018**

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**Details of Charge**

Date of creation: **08/05/2018**

Charge code: **0430 1986 0047**

Persons entitled: **AVIVA PUBLIC PRIVATE FINANCE LIMITED**

Brief description: **THE HORLEY HEALTH CENTRE, VICTORIA ROAD, HORLEY, LAND AT KINGSLAND SQUARE, ST. MARY'S STREET, SOUTHAMPTON. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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:

**DLA PIPER UK LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4301986

Charge code: 0430 1986 0047

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th May 2018 and created by HEALTH INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th May 2018 .

Given at Companies House, Cardiff on 16th May 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



## SUPPLEMENTAL SECURITY AGREEMENT

DATED

8 MAY 2018

HEALTH INVESTMENTS LIMITED  
as Chargor

and

AVIVA PUBLIC PRIVATE FINANCE LIMITED  
as Security Agent

relating to  
the properties listed in schedule 1



I CERTIFY THAT, SAVE FOR MATERIAL REDACTED  
PURSUANT TO s859G OF THE COMPANIES ACT 2006,  
THIS IS A TRUE, COMPLETE AND CORRECT COPY  
OF THE ORIGINAL INSTRUMENT

DATE 14 May 2018

SIGNED DLA PIPER UK LLP  
DLA PIPER UK LLP

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8 MAY

**THIS DEED** is dated 2018 and is made

**BETWEEN:**

- (1) **HEALTH INVESTMENTS LIMITED** (Registered number 4301986) (the **Chargor**); and
- (2) **AVIVA PUBLIC PRIVATE FINANCE LIMITED** as security trustee for the Secured Parties (the **Security Agent**).

**BACKGROUND:**

- (A) Under a Security Agreement dated 29 December 2017 (the **Original Security Agreement**) between, amongst others, the Chargor and the Security Agent, the Chargor charged by way of first legal mortgage, first mortgage, first fixed charge and assignment by way of security certain of its assets as security for, amongst other things, the present and future obligations and liabilities of each Obligor under the finance documents identified in a facility agreement dated 29 December 2017 entered into between, amongst others, PHP Investments No. 2 Limited as borrower, the Chargor and PHP Investments No. 1 Limited as guarantors and the Security Agent.
- (B) The Chargor has agreed to enter into an amendment and restatement agreement to be dated on or about the date of this Deed (the **Amendment and Restatement Agreement**) to amend and restate the various facility agreements originally made between the Chargor as borrower and the Security Agent as lender referred to in the amended facility agreement in schedule 3 to the Amendment and Restatement Agreement (the **Amended Facility Agreement**).
- (C) In accordance with the Amended Facility Agreement, the Chargor is to charge Additional Property and, accordingly, the Chargor has agreed to enter into this Deed in connection with the Amended Facility Agreement.
- (D) This Deed is supplemental to the Original Security Agreement.
- (E) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

- (a) Capitalised terms defined in the Original Security Agreement or the Amended Facility Agreement have, unless expressly defined in this Deed, the same meaning in this Deed. For the avoidance of doubt, **Secured Liabilities** is as defined in the Original Security Agreement.
- (b) The provisions of clause 1.2 (Construction) of the Amended Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Amended Facility Agreement will be construed as references to this Deed.
- (c)
  - (i) A Finance Document or other agreement or instrument includes (without prejudice to any prohibition on amendments) any amendment to that Finance Document or other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility;
  - (ii) the term **this Security** means any security created by this Deed; and

- (iii) a reference to any asset includes present and future properties, revenues and rights of every description.
- (d) Any covenant of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (e) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If the Security Agent considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.

## **2. CREATION OF SECURITY**

### **2.1 General**

- (a) All the security created under this Deed:
  - (i) is created in favour of the Security Agent;
  - (ii) is created over present and future assets of the Chargor;
  - (iii) is security for the payment and satisfaction of all the Secured Liabilities; and
  - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.

### **2.2 Land**

- (a) The Chargor charges by way of a first legal mortgage the property specified in the Schedule under the heading **Real Property**.
- (b) A reference in this Clause to a mortgage or charge of any freehold or leasehold property includes:
  - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
  - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

### **2.3 Confirmation**

The Chargor confirms that, as security for the payment of the Secured Liabilities:

- (a) it has charged in favour of the Security Agent by way of first fixed charge the assets relating to the property specified in the Schedule and referred to in clauses 2.3 (Securities) to 2.6 (Book debts etc) (inclusive) and clause 2.10 (Miscellaneous) of the Original Security Agreement; and
- (b) it has assigned to the Security Agent by way of security the assets relating to the property specified in the Schedule and referred to in clauses 2.7 (Insurances) to 2.9 (Other contracts) (inclusive) of the Original Security Agreement.

### **3. INCORPORATION**

The provisions of clause 3 (Representations - general) to 20 (Release) (inclusive) (other than clause 5.5 (H.M. Land Registry)) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

### **4. H.M. LAND REGISTRY**

The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H.M. Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ] in favour of Aviva Public Private Finance Limited referred to in the charges register or their conveyancer. (Standard Form P)"

### **5. CONTINUATION**

- (a) Except insofar as supplemented by this Deed, the Original Security Agreement will remain in full force and effect.
- (b) References in the Original Security Agreement to **this Deed** and expressions of similar import are deemed to be references to the Original Security Agreement as amended by this Deed and to this Deed.
- (c) This Deed is designated a Finance Document.

### **6. GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.



**SCHEDULE 1**  
**REAL PROPERTY**

<b>Title Number(s)</b>	<b>LR Description</b>
SY633248	The Horley Health Centre, Victoria Road, Horley
HP632097	Land at Kingsland Square, St. Mary's Street, Southampton
HP626183	Land on the east side of Croyde Close, Farnborough
SGL655342	Ground floor Unit at 176-178 London Road, Mitcham, Surrey CR3 3LD
ESX194569	Park Practice, 12 Brodrick Close, Eastbourne
HP647618	Land lying to the north of Broadmere Road, Kempshott, Basingstoke
WSX279448	Land and buildings at Greenways, Hawthorn Road, Bognor Regis
ESX191688	Mile Oak Clinic, Chalky Road, Portslade, Brighton
WSX72802	The Health Centre, Flansham Park, Middleton-on-Sea
WSX307902	Southwick Health Centre, Southdown Road, Southwick, Brighton
HP518351	Bitterne Park Health Clinic, Thorold Road, Southampton
SY743910	Land on the south east side of Lodge Hill Road, Lower Bourne, Farnham
HP533846	Land on the north side of Yew Tree Drive, Whiteley, Fareham

SIGNATORIES

Chargor

EXECUTED AS A DEED by  
HEALTH INVESTMENTS  
LIMITED  
acting by

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)  
)  
)



RICHARD HOWELL

Director

In the presence of:

Witness's signature:



Name: TOM GAY  
Cameron McKenna Nabarro Olswang LLP  
Cannon Place  
78 Cannon Street  
Address: London  
EC4N 6AF

Security Agent

AVIVA PUBLIC PRIVATE FINANCE LIMITED

By:

CEW/CEW/324752/35/UKM/87557836.1