



Registration of a Charge

Company name: **PHP INVESTMENTS NO 2 LIMITED**

Company number: **07647993**

Received for Electronic Filing: **05/01/2018**



X6X0ONBD

Details of Charge

Date of creation: **29/12/2017**

Charge code: **0764 7993 0006**

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

Brief description: **PROPERTY - PHARMACY UNIT, FREDERICK TREVES HOUSE, ST JOHN WAY, POUNDBURY, DORCHESTER REGISTERED WITH TITE NUMBER DT352619. 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.

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:

DLA PIPER UK LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7647993

Charge code: 0764 7993 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th December 2017 and created by PHP INVESTMENTS NO 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th January 2018 .

Given at Companies House, Cardiff on 9th January 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 29 December 2017

PHP INVESTMENTS NO. 2 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 5 January 2018

SIGNED DLA Piper UK LLP
DLA PIPER UK LLP

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29 December
THIS DEED is dated 2017 and is made

BETWEEN:

- (1) **PHP INVESTMENTS NO. 2 LIMITED** (Registered number 7647993) (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 on or about the date of this Deed (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 (as amended or supplemented).
- (B) In accordance with the Facility Agreement, the Chargor is to charge Additional Property and, accordingly, the Chargor has agreed to enter into this Deed in connection with the Facility Agreement.
- (C) This Deed is supplemental to the Original Security Agreement.
- (D) 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 Facility Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions of clause 1.2 (Construction) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the 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

Title number(s)	Descripton
DT352619	Pharmacy Unit, Frederick Treves House, St John Way, Poundbury, Dorchester
DN536861	Land on the west side of Willan Road, Cullompton

SIGNATORIES

Chargor

EXECUTED AS A DEED by)
PHP INVESTMENTS NO 2)
LIMITED)
acting by RICHARD HOWELL)



Director

In the presence of:

Witness's signature: 

Name: SARAH DANUSO

Address: CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place
78 Cannon Street
London
EC4N 6AF

Security Agent

AVIVA PUBLIC PRIVATE FINANCE LIMITED

By:

