



Registration of a Charge

Company name: **PACIFIC HEALTHCARE LIMITED**

Company number: **03343931**

Received for Electronic Filing: **03/08/2020**



X9ANHHAH

Details of Charge

Date of creation: **28/07/2020**

Charge code: **0334 3931 0007**

Persons entitled: **LLOYDS BANK PLC (AS TRUSTEE FOR THE SECURED PARTIES)**

Brief description:

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:

DENTONS UK AND MIDDLE EAST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3343931

Charge code: 0334 3931 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th July 2020 and created by PACIFIC HEALTHCARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd August 2020 .

Given at Companies House, Cardiff on 4th August 2020

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



SAZC/0054995.00276SAZC/CGA/054995.00276/72990040.2

Supplemental Debenture (additional secured liabilities)

Dated 28 July 2020

Pacific Investments Limited
(the Parent)

The companies listed in Schedule 1
(together with the Parent, the Chargors)

Lloyds Bank plc
(the Security Trustee)

Dentons UK and Middle East LLP
One Fleet Place
London EC4M 7WS
United Kingdom
DX 242

Contents

1	Definitions and interpretation	1
2	Creation of Security	2
3	Incorporation of Debenture terms	2
4	Additional terms	2
5	Continuing Debenture	2
6	Governing law	2
 Schedule 1 - Original Chargors		 4
Schedule 2 - Land charged by way of legal mortgage		5

Deed

Dated 28 July 2020

Between

- (1) Pacific Investments Limited, a company incorporated in England and Wales with registered number 04384561 (the **Parent**);
- (2) The companies listed in Schedule 1 (*Original Chargors*) (together with the Parent, the **Chargors**); and
- (3) Lloyds Bank plc as trustee for the Secured Parties (the **Security Trustee**).

Recitals

- A The Security Trustee and the Chargors have entered into a debenture (the **Debenture**) dated 2 February 2015.
- B The Chargors, the Security Trustee and others have entered into, or are proposing to enter into, an amendment and restatement agreement (the **Amendment Agreement**) under the terms of which the parties to the Facility Agreement agree to amend and restate the Facility Agreement.
- C Each Chargor has agreed to enter into this Deed to charge its respective business, assets and undertaking as a continuing security for the payment and discharge of the Secured Liabilities notwithstanding the changes made to the Finance Documents (as defined in the Facility Agreement) pursuant to the Amendment Agreement.
- D The conditions precedent to the effectiveness of the amendments to the Facility Agreement set out in the Amendment Agreement include the entry by the Chargors into this Deed.
- E This Deed is a Transaction Security Document.

It is agreed

1 Definitions and interpretation

1.1 Definitions

- 1.1.1 Unless this Deed expressly provides otherwise, any capitalised term in this Deed, or any term deemed to be incorporated in this Deed, shall have the same meaning as it would have in the Debenture.
- 1.1.2 In this Deed, **Secured Liabilities** means all liabilities of the Obligors and Sir John Beckwith to the Finance Parties under or pursuant to the Finance Documents (as each of those capitalised terms is defined in the Facility Agreement (as amended by the Amendment Agreement)).

1.2 Construction

Clauses 1.2 (*Construction*) of the Debenture shall apply to this Deed subject to any necessary changes.

2 Creation of Security

As a continuing security for the Secured Liabilities, each Chargor respectively charges, mortgages and assigns on the terms set out in Clause 3 (*Creation of Security*) of the Debenture, all its business, assets and undertaking as more specifically referred to in the Debenture, upon the terms contained in the Debenture.

3 Incorporation of Debenture terms

3.1 General incorporation

This Deed is supplemental to the Debenture. Other than to the extent this Deed expressly provides otherwise, all of the terms of the Debenture are deemed to be incorporated into this Deed as if set out in full in this Deed, provided that, as incorporated into this Deed, references to the Debenture in those terms shall be construed as references to this Deed unless the context requires otherwise.

3.2 Debenture terms deemed satisfied

Without prejudice to clause 16.3 (*Further action*) of the Debenture (incorporated into this Deed pursuant to Clause 3.1), to the extent that a Chargor has satisfied, before the date of this Deed, an obligation under clause 7.4 (*Shares and Investments*) of the Debenture to deliver stock and share certificates and documents of or evidencing title, or signed undated transfers completed in blank, in respect of any Shares or Investments that obligation as incorporated into this Deed shall be deemed to be satisfied.

4 Additional terms

4.1 Purpose

Without prejudice to the general incorporation of terms from the Debenture under Clause 3, to facilitate the registration of the security created by this Deed, the parties expressly agree the terms set out in the remainder of this Clause 4.

4.2 Negative Pledge

No Chargor shall create or permit to subsist any Security over any Security Asset except for Permitted Security.

4.3 Registration at Companies House

Each Chargor consents to the registration of this Deed at Companies House pursuant to Part 25 of the Companies Act 2006.

5 Continuing Debenture

Nothing in this Deed is intended to imply, or should be construed as implying, that the Security created under the Debenture is not effective to secure the Secured Liabilities. The Debenture shall continue in full force and effect as supplemented by this Deed.

6 Governing law

English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

Schedule 1- Original Chargors

Name of Chargor	Jurisdiction of incorporation	Registration number (or equivalent, if any)
Pacific Investments Limited	England and Wales	04384561
Pacific Investments Management Limited	England and Wales	01722436
Pacific Leisure, Entertainment & Media Limited	England and Wales	03252684
The General Property Investment Company Limited	England and Wales	02910783
Beckwith Capital Investment Limited	England and Wales	04165903
Pacific Strategic Limited (formerly known as Beckwith Capital Development Limited)	England and Wales	02880200
Pacific Healthcare Limited	England and Wales	03343931
Red River Capital Limited	England and Wales	02887049
Pacific Capital Partners Limited	England and Wales	02849777

Schedule 2 - Land charged by way of legal mortgage

Part 1– Registered Land

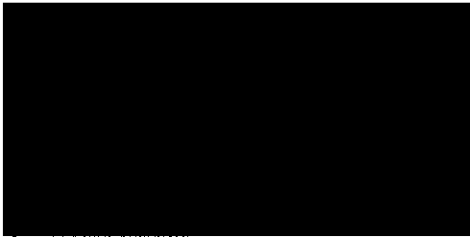
None

Part 2 – Unregistered Land

None

The Parent

Executed as a deed by **Stuart Roberts**)
Pacific Investments Limited acting by a)
director in the presence of:)



Signature of witness:F5A48DEAB3B24C5.....

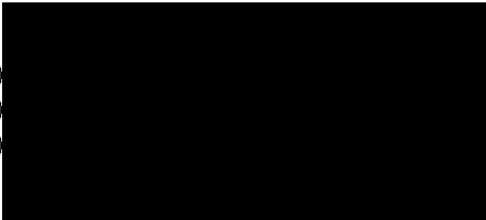
Name of witness: **Felix Bull**
.....

Address 

.....
.....
.....

The Chargors

Executed as a deed by **Stuart Roberts**)
Pacific Investments Limited acting by a)
director in the presence of:)



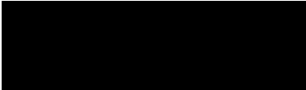
Signature of witness:F5A48DEAB3B24C5.....

Name of witness: **Felix Bull**
.....

Address 

.....
.....

Executed as a deed by **Stuart Roberts**)
Pacific Investments Management Limited)
acting by a director in the presence of:)



Signature of witness: 

Name of witness: **Felix Bull**
.....

Address 

.....
.....

Executed as a deed by Stuart Roberts)
Pacific Leisure, Entertainment & Media Limited)
acting by a director in the presence of:)



Signature of witness:



Felix Bull

Name of witness:

.....

Address



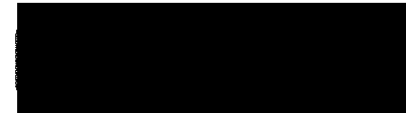
.....

.....

Executed as a deed by Stuart Roberts)
The General Property Investment Company Limited)
acting by a director in the presence of:)



Signature of witness:



Felix Bull

Name of witness:

.....

Address



.....

.....

Executed as a deed by Stuart Roberts)
Beckwith Capital Investment Limited acting by a)
director in the presence of:)



Signature of witness:



Felix Bull

Name of witness:

.....

Address



.....

.....

Executed as a deed by **Stuart Roberts**
Pacific Strategic Limited acting by a
director in the presence of:

)
)
)

Signature of witness:

[Redacted Signature]

Name of witness:

Felix Bull

Address

[Redacted Address]

.....

.....

.....

Executed as a deed by **Stuart Roberts**
Pacific Healthcare Limited acting by a
director in the presence of:

)
)
)

Signature of witness:

[Redacted Signature]

Name of witness:

Felix Bull

Address

[Redacted Address]

.....

.....

Executed as a deed by **Stuart Roberts**
Red River Capital Limited acting by a
director in the presence of:

)
)
)

Signature of witness:

[Redacted Signature]

Name of witness:

Felix Bull

Address

[Redacted Address]

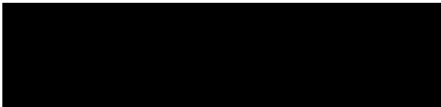
.....

.....

Executed as a deed by James Davidson)
Pacific Capital Partners Limited acting by a)
director in the presence of:)



Signature of witness:



Name of witness:

Felix Bull

.....

Address



.....

.....

The Security Trustee

Signed for and on behalf of)
Lloyds Bank plc)

