



**Registration of a Charge**

Company name: **APM HEALTHCARE LIMITED**

Company number: **06889809**

Received for Electronic Filing: **26/01/2018**



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**Details of Charge**

Date of creation: **23/01/2018**

Charge code: **0688 9809 0004**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC AS SECURITY AGENT**

Brief description:

**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: **WE 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:

**OSBORNE CLARKE LLP**



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

Company number: 6889809

Charge code: 0688 9809 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd January 2018 and created by APM HEALTHCARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th January 2018 .

Given at Companies House, Cardiff on 30th 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

We certify that, save for material redacted pursuant to s.895G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this 25/01/2018

Signed *of bone make up*

Osborne Clarke LLP  
2 Temple Back East  
Temple Quay  
Bristol  
BS1 6EG

## ACCESSION DEED

This Accession Deed is made on 23 January 2018

### Between:

- (1) The parties listed herein at Schedule 1 as acceding chargors (together the "New Chargors" and each a "New Chargor"); and
- (2) The Royal Bank of Scotland plc as trustee for itself and for each of the other Secured Parties (the "Security Agent");

and is supplemental to a Debenture granted by, amongst others, Day Lewis plc and certain of its subsidiaries in favour of the Security Agent on 17 February 2016 (the "Debenture").

### This Accession Deed witnesses as follows:

#### 1. Definitions and Interpretation

1.1 Unless a contrary intention appears, words and expressions defined in the Debenture shall have the same meaning in this Accession Deed and sub-clause 1.2 (*Construction*) of the Debenture shall apply to this Accession Deed.

1.2 In this Deed, unless the context otherwise requires, the following definitions shall apply:

"Assigned Contract" means each contract specified in part 4 of

Schedule 2 to this Accession Deed.

"Blocked Accounts" shall have the meaning given to that term in the Facilities Agreement.

#### 2. Confirmation

Each New Chargor confirms it has read and understood the content of the Debenture.

#### 3. Accession

With effect from the date of this Accession Deed, each New Chargor becomes a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Debenture as if it had been an Original Chargor.

#### 4. Security

4.1 Without prejudice to the generality of clause 3 (*Accession*), each New Chargor with full title guarantee in favour of the Security Agent:

(a) charges by way of legal mortgage, all of the Property described in part 1 of Schedule 2;

(b) charges by way of first fixed charge:

(i) all Property not effectively mortgaged by sub-clause 4.1(a);

(ii) all fixed and permanent Plant and Machinery;

- (iii) all Plant and Machinery not effectively charged by sub-clause 4.1(b)(ii);
  - (iv) all Investments described in part 2 of Schedule 2;
  - (v) all Debts;
  - (vi) all Blocked Accounts;
  - (vii) all Other Accounts;
  - (viii) all Investments not effectively charged by sub-clause 4.1(b)(iv);
  - (ix) all Intellectual Property Rights described in part 3 of Schedule 2;;
  - (x) all Intellectual Property Rights not effectively charged by sub-clause 4.1(b)(ix);
  - (xi) any VAT which it is entitled to recover and any other tax refund, rebate or repayment and any sums so received;
  - (xii) its goodwill and uncalled capital;
  - (xiii) any Charged Agreements; and
  - (xiv) if not effectively assigned by sub-clause 4.1(c), all its rights and interests in (and claims under) the assets described in sub-clause 4.1(c);
- (c) by way of assignment by way of security:
- (i) all Insurances and Insurance Proceeds;
  - (ii) any Assigned Contract; and
  - (iii) any Hedging Agreement;
- (d) by way of first floating charge, all its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under sub-clause 4.1(a) or 4.1(b) or which are effectively assigned by way of security under sub-clause 4.1(c).

4.2 The floating charge created by sub-clause 4.1(d) (*Security*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

#### 5. **Construction**

Save as specifically varied in respect of any New Chargor only, the Debenture shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the Debenture so that all references to "this Deed" in the Debenture shall include reference to this Accession Deed.

#### 6. **Governing Law**

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

In witness this Accession Deed is executed on the date appearing at the head of page 1.

**Schedule 1**

**New Chargors**

Chargor	Company Number	Registered office
APM Healthcare Limited	06889809	Unit 7 Venture Point, Stanney Mill Road Little Stanney, Chester, CH2 4NE
Community Pharmacies (UK) Limited	06912826	



**Schedule 2**

**Part 1**

**Property**

<b>Chargor</b>	<b>Short Description of Property</b>	<b>Title Number (if registered)</b>
Community Pharmacies (UK) Limited	Pharmacy adjoining Northdown Surgery, Northdown Park Road, Margate	TT16685

**Part 2**

**Shares**

<b>Chargor</b>	<b>Name of company in which Shares are held</b>	<b>Shares held</b>
APM Healthcare Limited	Community Pharmacies (UK) Limited	100 ordinary shares of £1 each

**Part 3**

**Intellectual Property Rights**

<b>Trade marks</b>					
<b>Chargor</b>	<b>Trade number</b>	<b>mark</b>	<b>Jurisdiction</b>	<b>Classes</b>	<b>Trade mark text</b>
• Limited	•		•	•	•
<b>Patents</b>					
<b>Chargor</b>	<b>Patent number</b>	<b>Jurisdiction</b>	<b>Description</b>		
• Limited	•	•	•		

**Part 4**

**Assigned Contracts**

<b>Name of Chargor</b>	<b>Date of contract</b>	<b>Parties to contract</b>	<b>Details of contract</b>



Signatures

**NEW CHARGORS**

Executed as a Deed by )  
APM HEALTHCARE LIMITED )  
acting by a director )  
in the presence of: )

[Redacted signature area]

[Redacted signature area]

Name: HEENA PATEL

Executed as a Deed by )  
COMMUNITY PHARMACIES (UK) LIMITED )  
acting by a director )  
in the presence of: )

[Redacted signature area]

[Redacted signature area]

[Redacted signature area]

Name: HEENA PATEL

**SECURITY AGENT**

Signed by )  
authorised signatory )  
for and on behalf of )  
The Royal Bank of Scotland plc )

Name: \_\_\_\_\_

**Signatures**

**NEW CHARGORS**

Executed as a Deed by )  
**APM HEALTHCARE LIMITED** )  
acting by a director )  
in the presence of: )

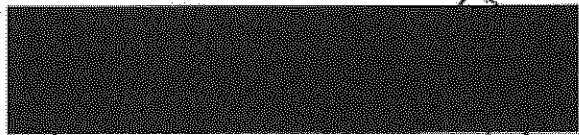
\_\_\_\_\_  
Name:

Executed as a Deed by )  
**COMMUNITY PHARMACIES (UK) LIMITED** )  
acting by a director )  
in the presence of: )

\_\_\_\_\_  
Name:

**SECURITY AGENT**

Signed by )  
authorised signatory )  
for and on behalf of )  
**The Royal Bank of Scotland plc** )



Name: Tony BENNETT