



Registration of a Charge

Company name: **ABC DRUG STORES LIMITED**

Company number: **02825947**

Received for Electronic Filing: **03/04/2018**



X7345AWP

Details of Charge

Date of creation: **29/03/2018**

Charge code: **0282 5947 0124**

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

Brief description: **THE LEASEHOLD PROPERTY KNOWN AS OR BEING "PHARMACY AT CARISBROOKE HEALTH CENTRE, 22 HIGH STREET, CARISBROOKE, ISLE OF WIGHT, PO30 1NR" AS REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER IW85893. PLEASE REFER TO THE CHARGE INSTRUMENT FOR FURTHER DETAILS.**

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: **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: 2825947

Charge code: 0282 5947 0124

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th March 2018 and created by ABC DRUG STORES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd April 2018 .

Given at Companies House, Cardiff on 4th April 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. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this 3 April 2018

Signed *Osborne Clarke LLP*

EXECUTION VERSION

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

Supplemental Debenture

The Supplemental Debenture is made on

29 March 2018

Between:

- (1) The entities listed in Schedule 1 (the "Chargors"); and
- (2) The Royal Bank of Scotland plc as agent and trustee for the Secured Parties (the "Security Agent").

Background

- (A) Pursuant to the Original Debenture (as defined below), the Chargors created Security over all of their assets for, amongst other things, their present and future obligations and liabilities under the Finance Documents.
- (B) The Chargors have acquired interests in additional assets and the Chargors have agreed to enter into this Supplemental Debenture to create security over such assets.
- (C) This Supplemental Debenture is supplemental to the Original Debenture (as defined below).

This Deed witnesses as follows:

1. Definitions and Interpretation

Terms defined in the Original Debenture shall, unless otherwise defined in this Supplemental Debenture or unless a contrary intention appears, bear the same meaning when used in this Supplemental Debenture and the following definitions shall apply:

"Additional Property" means:

- (a) all of the freehold and/or leasehold property of the Chargors specified in Schedule 2 (Additional Property);
- (b) any buildings, fixtures, fittings, plant or machinery from time to time on or forming part of the property referred to in paragraph (a); and
- (c) the Related Rights arising in relation to any of the assets described in paragraphs (a) and (b).

"Original Debenture" means the debenture between amongst others (1) the Chargors and (2) the Security Agent dated 17 February 2016.

1.1. Construction

- (a) Unless a contrary intention appears, sub-clause 1.2 (Construction) of the Facilities Agreement applies to this Supplemental Debenture, and shall be deemed to be incorporated into this Supplemental Debenture, mutatis mutandis, as though set out in full in this Supplemental Debenture, with any reference to "this Agreement" being deemed to be a reference to "this Supplemental Debenture", subject to any necessary changes.
- (b) Any references to the Security Agent or any Receiver shall include its Delegate.

1.2. Law of Property (Miscellaneous Provisions) Act 1989

To the extent necessary for any agreement for the disposition of the Security Assets in this Supplemental Debenture to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Supplemental Debenture are incorporated into this Supplemental Debenture.

1.3. Implied covenants for title

The obligations of the Chargors under this Supplemental Debenture shall be in addition to the covenants for title deemed to be included in this Supplemental Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.4. Effect as a deed

This Supplemental Debenture is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

1.5. Trusts

- (a) The Security Agent holds the benefit of this Supplemental Debenture on trust for the Secured Parties in accordance with the terms of the Intercreditor Agreement.
- (b) The perpetuity period for any trusts created by this Supplemental Debenture is 125 years.

2. Security Assets

Supplemental to clause 3 (*Security Assets*) of the Original Debenture, the Chargors, as security for the payment of the Secured Liabilities, charge in favour of the Security Agent, with full title guarantee by way of legal mortgage, the Additional Property.

3. Incorporation

The provisions of clause 2 (*Covenant to Pay*) and clauses 4 (*Nature of Security*) to 19 (*Miscellaneous*) (inclusive) of the Original Debenture apply to this Supplemental Debenture as though they were set out in full in this Supplemental Debenture except that references to "this Deed" in the Original Debenture are to be construed as references to "this Supplemental Debenture".

4. Continuation

- 4.1. Except insofar as supplemented hereby, the Original Debenture will remain in full force and effect.
- 4.2. The Chargors agree that the execution of this Supplemental Debenture shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Debenture.
- 4.3. References in the Original Debenture to "this Deed" and expressions of similar import shall be deemed to be references to the Original Debenture as supplemented by this Supplemental Debenture and to this Supplemental Debenture.
- 4.4. This Supplemental Debenture is designated as a Finance Document.

5. Governing law

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

6. Jurisdiction

- 6.1. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture (including a dispute relating to the existence, validity or termination of this Supplemental Debenture or any non-contractual obligation arising out of or in connection with this Supplemental Debenture) (a "Dispute").
- 6.2. The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 6.3. This clause is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

In witness this Supplemental Debenture is executed on the date appearing at the head of page 1.

Schedule 1
The Chargors

Name of Chargor	Jurisdiction of incorporation/formation (if applicable)	Registration number (if any)
Day Lewis Plc	England and Wales	01202866
ABC Drug Stores Limited	England and Wales	02825947

Schedule 2
Additional Property

Chargor	Short Description of Additional Property	Freehold/Leasehold	Title Number (if registered)
Day Lewis Plc	The Pharmacy, The Old Basing Health Centre, Manor Lane, Old Basing, Basingstoke, RG24 7DE	Leasehold	HP694264
Day Lewis Plc	Pharmacy Unit, Northdown Surgery, Northdown Park Road, Margate, CT9 2TR	Leasehold	TT16685
Day Lewis Plc	Pharmacy premises, Scartho Medical Centre, Springfield Road, Grimsby, DN33 3JF	Leasehold	HS360169
Day Lewis Plc	14-16 St Peters Avenue, Cleethorpes, DN35 8HL	Leasehold	HS390170
Day Lewis Plc	145 Franciscan Road, Tooting, London, SW17 8DS	Leasehold	TGL496307
ABC Drug Stores Limited	Pharmacy at Carisbrooke Health Centre, 22 High Street, Carisbrooke, Isle of Wight, PO30 1NR	Leasehold	IW85893

Chargors

Executed as a Deed by
Day Lewis Plc
acting by a director
in the presence of:

)
)
)
)

Name: _____

JAYANT. PATEL.

Signature of witness:

[Redacted Signature]

Name of witness:

CLAIRE CREMINS

Address of witness:

[Redacted Address]

Occupation of witness:

PA.....

Executed as a Deed by
ABC Drug Stores Limited
acting by a director
in the presence of:

)
)
)
)

[Redacted Signature]

Name: _____

IKENA PATEL

Signature of witness:

[Redacted Signature]

Name of witness:

CLAIRE CREMINS

Address of witness:

[Redacted Address]

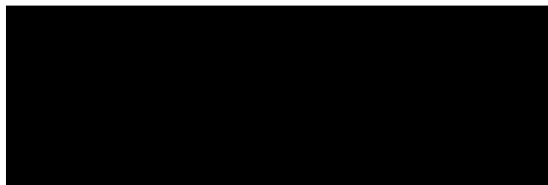
Occupation of witness:

PA.....

Security Agent

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

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Name: *TONY BENNETT*

Notice Details

Address: 8th Floor, 250 Bishopsgate, London, EC2M 4AA
Fax: 0207 786 5247
Attention: Tony Bennett