



Registration of a Charge

Company name: **ABC DRUG STORES LIMITED**

Company number: **02825947**



X59RRRWQ

Received for Electronic Filing: **23/06/2016**

Details of Charge

Date of creation: **21/06/2016**

Charge code: **0282 5947 0121**

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

Brief description: **THE PROPERTY KNOWN AS OR BEING 19B WOOD LANE, SONNING COMMON, BERKS., RG4 9SJ AND REGISTERED AT LAND REGISTRY WITH TITLE NUMBER ON280078. PLEASE SEE CHARGE INSTRUMENT FOR DETAIL OF FURTHER PROPERTY.**

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 0121

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st June 2016 and created by ABC DRUG STORES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd June 2016 .

Given at Companies House, Cardiff on 24th June 2016

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 23 June 2016

Signed 

Osborne Clarke LLP

2 Temple Back East

Temple Quay, Bristol

BS1 6EG

Supplemental Debenture

The Supplemental Debenture is made on

21 June

2016

Between:

- (1) Each entity 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), each of the Chargors created Security over all of its assets for, amongst other things, its 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, each of the Chargors, as security for the payment of the Secured Liabilities charges 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)
ABC Drug Stores Limited	England and Wales	02825947
Day Lewis Plc	England and Wales	01202866
Leach & Burton Limited	England and Wales	02302184

Schedule 2
Additional Property

Chargor	Short Description of Additional Property	Title Number (if registered)
Day Lewis Plc	19 Ilsham Road, Torquay, Devon, TQ1 2JQ	DN532955
ABC Drug Stores Ltd	19b Wood Lane, Sonning Common, Berks., RG4 9SJ	ON280078
ABC Drug Stores Ltd	3 Stompits Road, Holyport, Maidenhead, Berkshire, SL6 2LA	BK391218
ABC Drug Stores Ltd	The Pharamacy, The Street, East Bergholt, Colchester, Essex, CO7 6SE	SK326236
ABC Drug Stores Ltd	86-88 High Street, Newport, Isle of White, PO30 1BH	IW74232
ABC Drug Stores Ltd	43 High Street, Wooton Bridge, Ryde, Isle of White, PO33 4LU	IW76268
Day Lewis Plc	6 Station Parade, Elm Park, Essex, Rm12 5AB	BGL99908
Day Lewis Plc	Old Chapel Pharmacy, 14 English Walls, Owestry, Shropshire, SY11 2PA	SL229830
Day Lewis Plc	Unit 4 Shopping Precinct, North Heath Lane, Horsham, Sussex, RH12 5PJ	WSX333111
Day Lewis Plc	Pastoral way, Off Warley Hill, Brentwood, Essex, CM14 5WF	EX847157
Day Lewis Plc	10 Freshwater Square, Willingdon, East Sussex, BN22 0PS	ESX324496
Day Lewis Plc	11-12 Fore Street, Ivybridge, Devon, PL21 9AB	DN513643
Day Lewis Plc	7 High Street, Cowes, Isle of White, PO31 7SA	IW59911
Day Lewis Plc	Crossley Street Surgery, Wetherby, West Yorkshire, LS22 6RT	WYK904705

Leach & Burton Limited	48 Pyrles Lane, Loughton, Essex, IG10 22NN	EX901965
Day Lewis Plc	6 Silver Street, Bradford on Avon, Wiltshire, BA15 1JX	Unregistered
Day Lewis Plc	Canford Cliffs Pharmacy, 28 Haven Road, Canford Cliffs, Dorset, BH13 7LP	DT417315
ABC Drug Stores Ltd	216 Belsize Road, Kilburn, NW6 4DJ	NGL879250
ABC Drug Stores Ltd	321 Kentish Town Road, London, NW5 2TJ	NGL884334
ABC Drug Stores Ltd	256 Balham High Road, Balham, London, SW17 7AW	TGL256523
ABC Drug Stores Ltd	1&2 Millenium Plus, Nightingale Estate, 14 Kenninghall Road, London, E5 8BY	EGL536808
ABC Drug Stores Ltd	The Maples Medical Centre, Vancouver Road, Broxbourne, Hertfordshire, EN10 6FD	HD476896
Day Lewis Plc	158 Trafalgar Road, Greenwich, London, SE10 9TZ	TGL444804

Signatures

Chargor

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



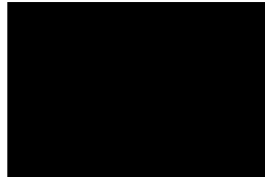
Name: Heena Patel

Signature of witness:



Name of witness: Antonio Dias

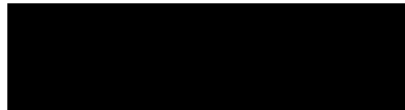
Address of witness:



Occupation of witness: Accountant

Chargor

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



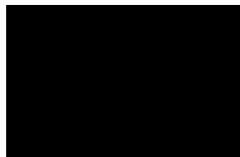
Name: Heena Patel

Signature of witness:



Name of witness: Antonio Dias

Address of witness:



Occupation of witness: Accountant

Chargor

Executed as a Deed by)
Leach and Burton Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Name: Heena Patel

Signature of witness:

[Redacted Signature]

Name of witness: Antonio Dias

Address of witness:

[Redacted Address]

Occupation of witness: Accountant

Security Agent

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

Name: _____

Notice Details

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

EXECUTION

Security Agent

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



Name: TONY BENNETT

Notice Details

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