



Registration of a Charge

Company name: **ABC DRUG STORES LIMITED**

Company number: **02825947**



X88RSZW0

Received for Electronic Filing: **01/07/2019**

Details of Charge

Date of creation: **28/06/2019**

Charge code: **0282 5947 0126**

Persons entitled: **NATWEST MARKETS PLC AS SECURITY AGENT**

Brief description: **PROPERTY AT GROUND FLOOR, 271-273 KILBURN HIGH ROAD, LONDON, NW6 7JR REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER AGL475896. FOR MORE DETAILS PLEASE REFER TO THE CHARGE INSTRUMENT.**

Contains fixed charge(s).

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 0126

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th June 2019 and created by ABC DRUG STORES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st July 2019 .

Given at Companies House, Cardiff on 2nd July 2019

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 1 July 2019

Signed *Osborne Clarke* EXECUTION

Osborne Clarke LLP

2 Temple Back East

Temple Quay, Bristol

BS1 6EG

Supplemental Debenture

The Supplemental Debenture is made on

28 June

2019

Between:

- (1) The entities listed in Schedule 1 (the "Chargors"); and
- (2) NatWest Markets Plc as agent and trustee for the Secured Parties (the "Security Agent").

Background

- (A) Pursuant to the Original Security (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 Security" means:

- (a) the debenture between amongst others (1) Day Lewis Plc and (2) the Security Agent dated 17 February 2016 (the "Original Debenture");
- (b) the accession deed between amongst others (1) ABC Drug Stores Limited and (2) the Security Agent dated 18 February 2016; and
- (c) The accession deed between (1) Day Lewis Properties Limited and (2) the Security Agent dated 27 February 2017.

1.1. Construction

EXECUTION

- (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 Security will remain in full force and effect.

EXECUTION

- 4.2. The Chargers 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 them) under the Original Security.
- 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.

EXECUTION

Schedule 1

The Chargor

Name of Chargor	Jurisdiction of incorporation/formation (if applicable)	Registration number (if any)
Day Lewis Plc	England and Wales	01202866
Day Lewis Properties Limited	England and Wales	10509005
ABC Drug Stores Limited	England and Wales	02825947

EXECUTION

Schedule 2
Additional Property

Chargor	Short Description of Additional Property	Title Number (if registered)
Day Lewis Plc	Pharmacy Unit, Primary Care Centre, St Clare Street, Penzance, TR18 3QW	CL346759
Day Lewis Plc	The Pharmacy, Abbey Surgery, 28 Plymouth Road, Tavistock, PL19 8BU	DN713156
Day Lewis Plc	The Pharmacy, Lance Lane GP Surgery, 19 Lance Lane, Liverpool, L15 6TS	MS668833
Day Lewis Plc	42 Fore Street, St Just, Penzance, TR19 7LJ	CL349118
Day Lewis Properties Limited	42 Fore Street, St Just, Penzance, TR19 7LJ	CL167089
ABC Drug Stores Limited	Ground Floor, 271-273 Kilburn High Road, London, NW6 7JR	AGL475896

EXECUTION

Chargors

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

Name: HEENA PATEL

Signature of witness: [REDACTED]

Name of witness: CLAIRE CREMINOS

Address of witness: [REDACTED]

Occupation of witness: P.A.

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

Name: HEENA PATEL

Signature of witness: [REDACTED]

Name of witness: CLAIRE CREMINOS

Address of witness: [REDACTED]

Occupation of witness: P.A.

EXECUTION

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:

CLAIRE CREMIN

Address of witness:

Occupation of witness: PA

EXECUTION

Security Agent

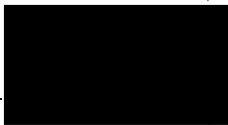
Executed as a Deed for and on behalf of
NatWest Markets Plc
acting by its attorney
in the presence of:

)
)
)
)



Name: ANTHONY BENNETT
As attorney for NatWest Markets Plc

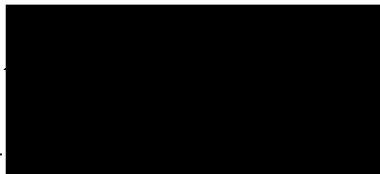
in the presence of:



Signature of witness:

Name: LAURA CHILDS

Address:



Occupation: BANKER