



**Registration of a Charge**

Company name: **LOK'N STORE LIMITED**

Company number: **02902717**

Received for Electronic Filing: **26/11/2020**



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**Details of Charge**

Date of creation: **26/11/2020**

Charge code: **0290 2717 0061**

Persons entitled: **LLOYDS BANK PLC AS SECURITY AGENT**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS OR BEING THE LAND TO THE EAST OF WINWICK ROAD, WARRINGTON REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBERS CH340428, CH370171 AND CH166014. PLEASE SEE CHARGE INSTRUMENT FOR DETAILS OF FURTHER PROPERTY**

**Contains fixed charge(s).**

**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: 2902717

Charge code: 0290 2717 0061

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th November 2020 and created by LOK'N STORE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th November 2020 .

Given at Companies House, Cardiff on 27th November 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

Dated this 26 November 2020

Signed

*Osborne Clarke LLP*

Osborne Clarke LLP

One London Wall

London

EC2Y 5EB

**EXECUTION VERSION**

## **Supplemental Debenture**

The Supplemental Debenture is made on 26 November 2020

Between:

- (1) **Lok'n Store Limited** (company number 02902717) whose registered office is at One Fleet Place, London, EC4M 7WS (the "**Chargor**"); and
- (2) **Lloyds Bank plc** as agent and trustee for the Secured Parties (the "**Security Agent**").

### **Background**

- (A) Pursuant to the Original Debenture (as defined below), the Chargor created Security over all of its assets for, amongst other things, its present and future obligations and liabilities under the Finance Documents.
- (B) The Royal Bank of Scotland plc changed its name to NatWest Markets Plc on 29 April 2018.
- (C) Lloyds Bank plc replaced NatWest Markets Plc as security agent pursuant to the terms of a resignation and appointment deed dated 24 April 2019.
- (D) The Chargor has acquired interests in additional assets since the date of the Original Debenture and has agreed to enter into this Supplemental Debenture to create security over such assets.
- (E) 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 (as defined below) 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 property of the Chargor known as land to the east of Winwick Road, Warrington registered at the Land Registry under title numbers CH340428, CH370171 and CH166014;
- (b) the unregistered land held by the Chargor which provides access to Oliver Street, such land being coloured blue on the plan included in the schedule to this Supplemental Debenture;
- (c) any buildings, fixtures, fittings, plant or machinery from time to time on or forming part of the property referred to in paragraphs (a) and (b); and
- (d) the Related Rights arising in relation to any of the assets described in paragraphs (a) to (c) inclusive.

**"Original Debenture"** means the debenture dated 15 January 2016 between, amongst others, (1) the Chargor and (2) The Royal Bank of Scotland plc which was carrying out the role of security agent at that time.

**1.2 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.

**1.3 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.

**1.4 Implied covenants for title**

The obligations of the Chargor 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.

**1.5 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.

**1.6 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 Chargor, 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 supplemental hereby, the Original Debenture will remain in full force and effect.

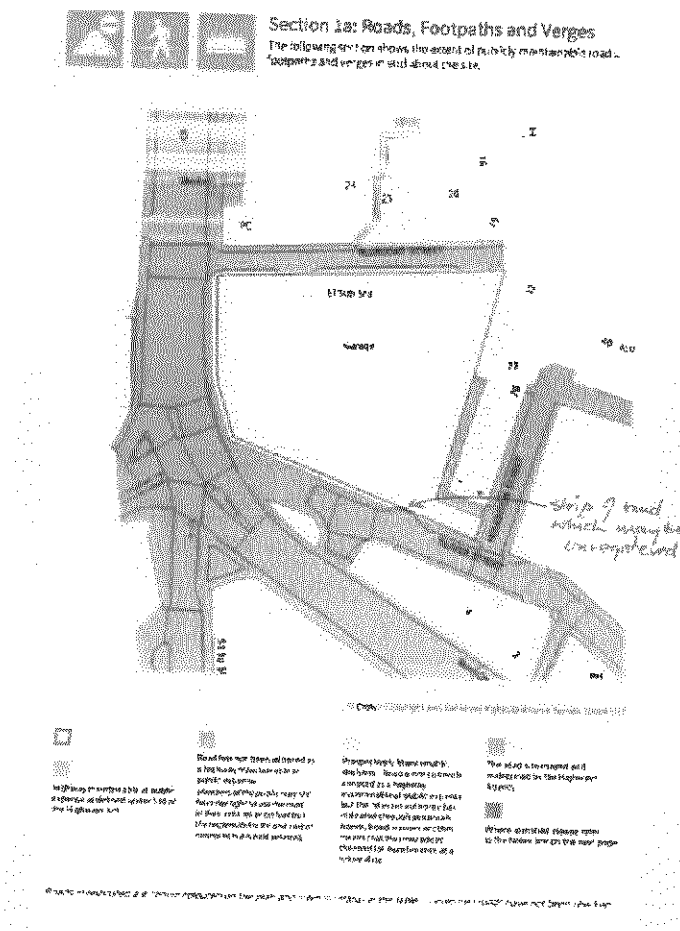
## EXECUTION VERSION

- 4.2 The Chargor agrees 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.
- 4.5 This Supplemental Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Debenture.
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 and delivered as a deed by the Chargor and signed on behalf of the Security Agent on the date appearing at the head of page 1.

## Schedule

### Plan of unregistered land forming part of the Additional Property



**Signatures to Supplemental Debenture**

**The Security Agent**

**Lloyds Bank plc**  
acting by its authorised signatory



.....  
Authorised signatory

Name: JOHN TOGNER

**The Company**

**Executed as a Deed by**  
**Lok'n Store Limited**  
acting by a director  
in the presence of:

.....  
Director

Name: .....

Signature of witness: .....

Name: .....

Address: .....

.....

Occupation: .....

**Signatures to Supplemental Debenture**

**The Security Agent**

**Lloyds Bank plc**  
acting by its authorised signatory

.....  
Authorised signatory

Name: .....

**The Company**

**Executed as a Deed by**  
**Lok'n Store Limited**  
acting by a director  
in the presence of:

.....  
Director

Name: RAYMOND ALAN DAVIES

Signature of witness:

Name: GAIL STEERS

Address: LOKNSTORE

112 HAWLEY LANE, FARNBOROUGH, GU14 8JE

Occupation: ACCOUNTANT