



Registration of a Charge

Company name: **A NELSON & CO LIMITED**
Company number: **00249879**

Received for Electronic Filing: **22/05/2020**



Details of Charge

Date of creation: **20/05/2020**

Charge code: **0024 9879 0016**

Persons entitled: **HSBC UK BANK PLC**

Brief description:

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: **I 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 2 TEMPLE BACK EAST, TEMPLE QUAY,
BRISTOL BS1 6EG**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 249879

Charge code: 0024 9879 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th May 2020 and created by A NELSON & CO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd May 2020 .

Given at Companies House, Cardiff on 26th May 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

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 21 May 2020

Signed

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

Osborne Clarke LLP

Supplemental Debenture

(1)

(2)

Osborne Clarke LLP

Dated

20 May

2020

Osborne Clarke LLP

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This Supplemental Debenture is made on

20 May

2020

Between:

- (1) Each person listed in Schedule 1 (the "**Chargors**"); and
- (2) **HSBC UK Bank plc** (the "**Lender**").

Background

- (A) Pursuant to the Original Debenture (as defined below), the Chargors created Security over all of its assets for, amongst other things, its present and future obligations and liabilities under the Credit Agreement and the other Finance Documents (as defined in the Credit Agreement).
- (B) Since the date of the Original Debenture (as defined below), the Lender has agreed to, amongst other things, increase the amount of the revolving credit facility made available to Nelson & Russell Holdings Limited (the "**Increased Facilities**"). The Chargor enters into this Supplemental Debenture in order to confirm that the security granted by the Chargor pursuant to the Debenture remains in full force and effect and continues to secure the Secured Liabilities, including, without limitation, the Chargor's liabilities under a guarantee given to the Lender in respect of the Increased Facilities.
- (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:

"Amended Credit Agreement" means the Credit Agreement, as amended and restated by the amendment and restatement agreement entered into on or about the date of this Supplemental Debenture between, amongst others, the Chargors and HSBC UK Bank plc as the Lender, as the same may be further amended, novated, supplemented, extended or restated from time to time.

"Finance Documents" has the meaning given to such term in the Amended Credit Agreement.

"Original Debenture" means the debenture between amongst others (1) the Chargors and (2) HSBC UK Bank plc as lender dated 6 February 2020.

"Secured Liabilities" means all money, debts, obligations and liabilities from time to time due, owing or incurred by the Chargors or any of them to the Lender or their assignee or successor on any current or other account whatever or otherwise in any manner whatever, in each case under the Amended Credit Agreement and each other Finance Document (whether present or future, whether alone or jointly with any other person, whether actual or contingent, whether as principal or surety, whether express or implied, in whatever name, form or style, in whatever currency it is denominated, whether originally owing to a Secured Party or purchased or otherwise acquired by a Secured Party, its assignee or successor, or otherwise), or otherwise, but excluding any obligation which, if it were included, would result in a contravention of Section 678 of the Companies Act 2006.

1.1

- (a) The Debenture shall continue and remain in full force and effect and this Supplemental Debenture shall be read and construed as one with the Debenture so that all references to "this Debenture" in the Debenture shall include reference to this Supplemental Debenture.
- (b) The provisions of the Debenture shall apply to the assets which are charged (or proposed to be charged) under Clause 3 (*Security*) and they shall be deemed to be incorporated into this Supplemental Debenture, *mutatis mutandis*, as though set out in full in this Supplemental Debenture, subject to any necessary changes.
- (c) Any reference in this Supplemental Debenture to the Chargor or the Lender shall be construed so as to include its respective successors in title, permitted assignees or permitted transferees.

1.2 **Effect as a Deed**

This Supplemental Debenture is intended to take effect as a deed notwithstanding that any party to this Supplemental Debenture may have executed it under hand only.

1.3 **Full title guarantee and implied covenants**

All the security created or given under this Supplemental Debenture:

- (a) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994;
- (b) is continuing security for the payment and discharge of the Secured Liabilities; and
- (c) is created in favour of the Lender.

1.1. **Original Debenture**

- (d) Where this Supplemental Debenture purports to create a fixed charge over an asset which is already subject to Security under the Original Debenture and/or a previously executed supplemental debenture, then the Security created by this Supplemental Debenture will rank behind the equivalent Security created by the Original Debenture and any other supplemental debenture previously entered into by the relevant Chargor until such time as the Security created by the Original Debenture and any such supplemental debenture ceases to have effect.
- (e) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Debenture and/or a previously executed supplemental debenture and the same asset is expressed to be assigned again under this Supplemental Debenture, that assignment under this Supplemental Debenture will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant Security created by the Original Debenture and any such supplemental debenture ceases to have effect at a time when this Supplemental Debenture still has effect.

2. **Security**

2.1 **Fixed charges**

Each Chargor, as security for the payment of the Secured Liabilities, charges in favour of the Lender, with full title guarantee, the following assets, from time to time owned by it or in which it has an interest:

- (a) by way of first legal mortgage, each Property; and
- (b) by way of first fixed charge:
 - (i) all Property not effectively mortgaged under sub-clause (a);
 - (ii) all fixed and permanent Plant and Machinery;
 - (iii) all Plant and Machinery not effectively charged under sub-clause (b)(ii);
 - (iv) all Shares;
 - (v) all Debts;
 - (vi) all Blocked Accounts;
 - (vii) all Other Accounts;
 - (viii) all Investments;
 - (ix) all Intellectual Property Rights;
 - (x) any VAT which it is entitled to recover and any other tax refund, rebate or repayment and any sums so received;
 - (xi) its goodwill and uncalled capital;
 - (xii) any Charged Agreement; and
 - (xiii) if not effectively assigned by way of security pursuant to clause 2.2 (*Security Assignment*), all its rights and interests in (and claims under) the assets described in clause 2.2 (*Security Assignment*).

2.2 **Security assignment**

As security for the payment of the Secured Liabilities, each Chargor assigns, by way of security, with full title guarantee to the Lender all its rights, title and interest in:

- (a) the Insurances and the Insurance Proceeds;
- (b) each Assigned Contract; and
- (c) all Related Rights in respect of each of sub-clauses (a) to (b) (inclusive).

1.2. **Floating Charge**

- (a) As further security for the payment of the Secured Liabilities, each Chargor charges with full title guarantee in favour of the Lender by way of first floating charge 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 clause 2.1 (*Fixed Charges*) or which are effectively assigned by way of security under clause 2.2 (*Security Assignment*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Deed.

3. **Incorporation**

- 3.1 The provisions of clause 1.4 (*Third party rights*), clause 2 (*Covenant to Pay*) and clause 4 (*Nature of Security*) to and including clause 19 (*Miscellaneous*) 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 Debenture" in the Original Debenture are to be construed as references to "this Supplemental Debenture".
- 3.2 Without prejudice to the generality of clause 4.1 (*Continuing security*) of the Original Debenture, each Chargor expressly confirms that it intends that the Security constituted by this Supplemental Debenture shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Secured Liabilities as a result of the amendment and/or restatement of the Amended Credit Agreement and/or any of the other Finance Documents and/or any additional facility or amount which is made available under any of the Finance Documents for the purposes of or in connection with any of the following: business or property acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

4. **Continuation**

- 4.1 Except insofar as supplemental hereby, the Original Debenture will remain in full force and effect.
- 4.2 Each of the Chargors 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 Debenture**" 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 a Transaction Security Document and 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 Original Chargor	Jurisdiction of incorporation/formation (if applicable)	Registration number (if any)
Nelson & Russell Holdings Limited	England and Wales	03879349
A Nelson & Co Limited	England and Wales	00249879
Spatone Limited	England and Wales	02063328
Nelson Pharmacies Limited	England and Wales	01698162
Bach Flower Remedies Limited	England and Wales	02807916

**Signatories to the Supplemental
Debenture**

Chargor

Executed as a Deed by)
Nelson & Russell Holdings Limited)
acting by two directors.....)

..... [Redacted Signature]

Director [Redacted Signature]
.....

Director

Executed as a Deed by)
A Nelson & Co Limited)
acting by two directors.....)

..... [Redacted Signature]

Director [Redacted Signature]
.....

Director

Executed as a Deed by)
Spatone Limited)
acting by two directors)

..... [Redacted Signature]

Director [Redacted Signature]
.....

Director

Executed as a Deed by)
Nelson Pharmacies Limited)
acting by two directors.....)

..... [Redacted Signature]

Direct [Redacted Signature]
.....

Director

Executed as a Deed by
Bach Flower Remedies Limited
acting by two directors.....

)
)
)

.....

Director

.....

Director

[Redacted signature]

[Redacted signature]

Lender

Signed by)
an authorised signatory)
for and on behalf of) 
HSBC UK Bank plc)

Notice Details

Address: Level 7, Thames Tower, Station Road, Reading RG1 1LX

Attention: William Taylor