



**Registration of a Charge**

Company name: **H. CARSON LIMITED**

Company number: **01288293**

Received for Electronic Filing: **25/02/2016**



X51GZS5C

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**Details of Charge**

Date of creation: **18/02/2016**

Charge code: **0128 8293 0021**

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

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**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: 1288293

Charge code: 0128 8293 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th February 2016 and created by H. CARSON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th February 2016 .

Given at Companies House, Cardiff on 26th February 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 25 day of February 2016

Signed *Osborne Clarke LLP*

Osborne Clarke LLP

2 Temple Back East

Temple Quay, Bristol

BS1 6EG

## ACCESSION DEED

This Accession Deed is made on 18 February 2016

### Between:

- (1) The parties listed herein at Schedule 1 as acceding chargors (together the "New Chargors" and each a "New Chargor"); and
- 1) The Royal Bank of Scotland plc as trustee for itself and for each of the other Secured Parties (the "Security Agent"),

and is supplemental to a Debenture granted by, amongst others, Day Lewis plc and certain of its subsidiaries in favour of the Security Agent on 17 February 2016 (the "Debenture").

This Accession Deed witnesses as follows:

### 1. Definitions and Interpretation

- 1.1 Unless a contrary intention appears, words and expressions defined in the Debenture shall have the same meaning in this Accession Deed and sub-clause 1.2 (*Construction*) of the Debenture shall apply to this Accession Deed.

- 1.2 In this Deed, unless the context otherwise requires, the following definitions shall apply:

"Assigned Contract" means each contract specified in part 4 of Schedule 2 to this Accession Deed.

"Blocked Accounts" shall have the meaning given to that term in the Facilities Agreement.

### 2. Confirmation

Each New Chargor confirms it has read and understood the content of the Debenture.

### 3. Accession

With effect from the date of this Accession Deed, each New Chargor becomes a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Debenture as if it had been an Original Chargor.

### 4. Security

- 4.1 Without prejudice to the generality of clause 3 (*Accession*), each New Chargor with full title guarantee in favour of the Security Agent:

(a) charges by way of legal mortgage, all of the Property described in part 1 of Schedule 2;

(b) charges by way of first fixed charge:

(i) all Property not effectively mortgaged by sub-clause 4.1(a);

(ii) all fixed and permanent Plant and Machinery;

- (iii) all Plant and Machinery not effectively charged by sub-clause 4.1(b)(ii);
  - (iv) all Investments described in part 2 of Schedule 2;
  - (v) all Debts;
  - (vi) all Blocked Accounts;
  - (vii) all Other Accounts;
  - (viii) all Investments not effectively charged by sub-clause 4.1(b)(iv);
  - (ix) all Intellectual Property Rights described in part 3 of Schedule 2;
  - (x) all Intellectual Property Rights not effectively charged by sub-clause 4.1(b)(ix);
  - (xi) any VAT which it is entitled to recover and any other tax refund, rebate or repayment and any sums so received;
  - (xii) its goodwill and uncalled capital;
  - (xiii) any Charged Agreements; and
  - (xiv) if not effectively assigned by sub-clause 4.1(c), all its rights and interests in (and claims under) the assets described in sub-clause 4.1(c);
- (c) by way of assignment by way of security:
- (i) all Insurances and Insurance Proceeds;
  - (ii) any Assigned Contract; and
  - (iii) any Hedging Agreement;
- (d) by way of first floating charge, all 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 sub-clause 4.1(a) or 4.1(b) or which are effectively assigned by way of security under sub-clause 4.1(c).

4.2 The floating charge created by sub-clause 4.1(d) (*Security*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

## 5. Construction

Save as specifically varied in respect of any New Chargor only, the Debenture shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the Debenture so that all references to "this Deed" in the Debenture shall include reference to this Accession Deed.

## 6. Governing Law

This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

In witness this Accession Deed is executed on the date appearing at the head of page 1.

**Schedule 1**  
**New Chargors**

<b>Chargor</b>	<b>Company Number</b>	<b>Registered office</b>
Healthcare Drugstores Limited	07264746	Lion House Red Lion Street London WC1R 4GB
H. Carson Limited	01288293	
Community Stores Limited	07088644	
ABC Drug Stores Limited	02825947	

**Schedule 2****Part 1****Property**

<b>Chargor</b>	<b>Short Description of Property</b>	<b>Title Number (if registered)</b>
ABC Drug Stores Ltd	170-172 Stamford Hill, London, N16 6RA	Unregistered lease dated 21 January 2016 between (1) Martyns Limited and (2) ABC Drugstores Limited
ABC Drugstores Ltd	117-121 Wandsworth, Bridge Road, Fulham, SW6 2TP	BGL62396
ABC Drugstores Ltd	299-303 Battersea Park Road, Battersea, SW11 4LX	TGL373963
ABC Drugstores Ltd	136-138 Stockwell Road, London, SW9 9HR	TGL370530
ABC Drugstores Ltd	77 Stoke Newington Road, Stoke Newington, N16 8AD	EGL521597
ABC Drugstores Ltd	265 Kilburn High Road, London, NW6 7JR	NGL844742
ABC Drugstores Ltd	12-14 Old Montague Street, London, E1 5PB	AGL269515
ABC Drugstores Ltd	1 Cross Deep Court, Heath Road, Twickenham, TW1 4AG	TGL354922
ABC Drugstores Ltd	9a Gracefield Gardens, Streatham, SW16 2SZ	TGL284098
ABC Drugstores Ltd	127 Bellenden Road, Peckham, London, SE15 4QY	TGL300050

**Part 2**

**Shares**

<b>Chargor</b>	<b>Name of company in which Shares are held</b>	<b>Shares held</b>
Healthcare Drugstores Limited	ABC Drug Stores Limited	327,000 ordinary shares of £1 each
Healthcare Drugstores Limited	ABC Drug Stores Limited	1 A ordinary share of £1
ABC Drug Stores Limited	Community Stores Limited	100 ordinary shares of £1 each
Community Stores Limited	H. Carson Limited	100 ordinary shares of £1 each

**Part 3**

**Intellectual Property Rights**

*None*

**Part 4**

**Assigned Contracts**

*None*



Signatures

NEW CHARGORS

Executed as a Deed by  
**HEALTHCARE DRUGSTORES 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

Executed as a Deed by  
**H. CARSON 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

Executed as a Deed by  
**COMMUNITY STORES 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

Executed as a Deed by  
**ABC DRUG STORES LIMITED**  
acting by a director  
in the presence of:

Name: Walter Pater

Signature of witness

Name of witness

ANTONIO DIAS

Address of witness

Occupation of witness

ACCOUNTANT

### SECURITY AGENT

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

Name: \_\_\_\_\_

Executed as a Deed by  
**ABC DRUG STORES LIMITED**  
acting by a director  
in the presence of:

)  
)  
)  
)

Name: \_\_\_\_\_

Signature of witness

.....

Name of witness

.....

Address of witness

.....

Occupation of witness

.....

**SECURITY AGENT**

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

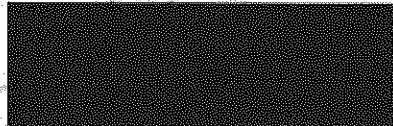
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)

Name: \_\_\_\_\_



*Andrew J. Grew*

WITNESS:



*Alexis Porter*

Syndicated Loans Agency  
The Royal Bank of Scotland plc  
250 Bishopsgate  
London  
EC2M 4AA