



Registration of a Charge

Company name: **H. CARSON LIMITED**

Company number: **01288293**

Received for Electronic Filing: **03/09/2015**



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Details of Charge

Date of creation: **03/09/2015**

Charge code: **0128 8293 0017**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **UNITS 1-2 LODDON VALE, HURRICANE WAY, WOODLEY, READING, BERKSHIRE, RG5 4UX. REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER BK415686 (UNIT 1) AND BK415687(UNIT 2). PLEASE SEE CHARGE DOCUMENT FOR DETAILS OF FURTHER PROPERTIES.**

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**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1288293

Charge code: 0128 8293 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd September 2015 and created by H. CARSON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd September 2015 .

Given at Companies House, Cardiff on 4th September 2015

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 03 day of September 2015

Signed

Osborne Clarke

Apex Plaza

Reading

RG1 1AX

Osborne Clarke

EXECUTION VERSION

Form of Deed of Accession and Charge (single company only)

This deed of accession and charge is made on 3 September 2015 by you:

H. Carson Limited

Registered Number: 01288293

in favour of us, **Barclays Bank PLC**, as security for your liabilities and those of others to us with the consent of the Agent (as defined below):

ABC Drug Stores Limited

Registered Number: 02825947 (the "Agent")

By executing this deed of accession and charge you accede to the deed of guarantee and debenture dated 16 August 2013 given to us by the Agent and others and enter into covenants, guarantees and agreements and create charges as provided in this deed.

Index of Clauses

1. Definitions
2. Your accession to the Principal Deed
3. The charges you create
4. Power of attorney
5. Governing law and jurisdiction

EXECUTION VERSION

1. Definitions

Expressions defined in the deed of guarantee and debenture referred to on the front page (the "Principal Deed") and the principles of interpretation provided for in it will, unless the context otherwise requires, have the same meanings and apply in this deed.

2. Your accession to the Principal Deed

- 2.1 You agree with us to be bound by the terms of the Principal Deed and to perform all your obligations (whether as guarantor, chargor or otherwise) under the Principal Deed with effect from the date of this deed as if you had been an original party to the Principal Deed.
- 2.2 You covenant to pay or discharge to us on our demand in writing all indebtedness now or in the future due, owing or incurred (before or after that demand) by you to us in any manner when such indebtedness becomes due and payable.
- 2.3 You guarantee the indebtedness to us of all those companies which were original parties to the Principal Deed and which, at the date of this deed, remain as parties and of all other companies which have become parties through accession to the Principal Deed subsequently.
- 2.4 You further guarantee the indebtedness to us of all companies which in future may accede to the Principal Deed.
- 2.5 The nature and extent of your liability as guarantor shall be as stated in the Principal Deed as if all its guarantee provisions were set out in full in this deed.
- 2.6 The Agent (on behalf of itself and the other companies which are parties to the Principal Deed) hereby agrees to your accession.
- 2.7 You irrevocably authorise the Agent to perform all acts and to sign all documents on your behalf for the purposes stated in clause 18 of the Principal Deed in the same terms as if you were an original party to it.

3. The charges you create

- 3.1 By executing this deed, you charge to us with full title guarantee with the payment or discharge of all indebtedness:
 - 3.1.1 by way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in you and not registered at H.M. Land Registry including the Land specified in the schedule to this deed;
 - 3.1.2 by way of fixed charge:
 - a) all freehold and leasehold Land in England and Wales now vested in you and registered at H.M. Land Registry including the Land specified in the schedule to this deed;

EXECUTION VERSION

- b) all other Land which is now, or in the future becomes, your property;
- c) all plant and machinery now or in the future attached to any Land
- d) all rental and other income and all debts and claims which are due or owing to you now or in the future under or in connection with any lease, agreement or licence relating to Land;
- e) all your Securities;
- f) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting you:
 - * which relate to Assets themselves subject to a fixed charge in our favour; or
 - * which are now or in the future deposited by you with us;

together with all your rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them);

- g) all your goodwill and uncalled share capital for the time being;
- h) all your Intellectual Property, present and future, including any Intellectual Property to which you are not absolutely entitled or to which you are entitled together with others;

the benefit of all agreements and licences now or in the future entered into or enjoyed by you relating to the use or exploitation of any Intellectual Property in any part of the world;

all trade secrets, confidential information and knowhow owned or enjoyed by you now or in the future in any part of the world;
- i) all trade debts now or in the future owing to you;

all other debts now or in the future owing to you save for those arising on fluctuating accounts with associates (as defined in section 53(3) of the Companies Act 1989);
- j) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to you as security in respect of any Asset itself subject to a fixed charge in our favour;

3.1.3 by way of floating charge:

- a) all your Assets which are not effectively charged by the fixed charges detailed above; and
- b) without exception all your Assets insofar as they are situated for the time being in Scotland.

EXECUTION VERSION

- 3.2 The above charges are created with the benefit of the covenants, conditions and provisions contained in the Principal Deed as if they were all repeated (amended as necessary) in full in this deed.
- 3.3 You covenant that during the continuance of this security you will not (without our prior written consent) create or agree to create or permit to subsist any mortgage or other fixed charge or other security of any kind over the freehold and leasehold Land in England and Wales now vested in you and hereby request (if the Land is registered at the Land Registry) the Chief Land Registrar to enter the following restriction into the register in our favour:

"No Disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [insert date] in favour of Barclays Bank PLC of 1 Churchill Place, London E14 5HP as referred to in the charges register"

4. Power of Attorney

You, by way of security, irrevocably appoint us (whether or not a Receiver or administrator has been appointed) and any Receiver separately as your attorney (with full power to appoint substitutes and to delegate) with power in your name or on your behalf and as your act and deed or otherwise:

- * to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document; and
- * to perform any act;

which may be required of you or may be deemed by the attorney necessary or desirable for any purpose of the Principal Deed or this deed, or to create, enhance or perfect any fixed security over any of your Assets or to convey or transfer legal ownership of any Assets.

5. Governing law and jurisdiction

This deed shall be governed by and construed in accordance with English law. You submit, for our exclusive benefit, to the jurisdiction of the English Courts, but without prejudice to our right to commence proceedings against you in any other jurisdiction.

This deed of accession and charge is executed by you and the Agent as a deed and signed by us and it will take effect on the date shown on the front page.

Signed for Barclays Bank PLC

EXECUTION VERSION

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3.3 You covenant that during the continuance of this security you will not (without our prior written consent) create or agree to create or permit to subsist any mortgage or other fixed charge or other security of any kind over the freehold and leasehold Land in England and Wales now vested in you and hereby request (if the Land is registered at the Land Registry) the Chief Land Registrar to enter the following restriction into the register in our favour:

"No Disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [insert date] in favour of Barclays Bank PLC of 1 Churchill Place, London E14 5HP as referred to in the charges register"

4. Power of Attorney

You, by way of security, irrevocably appoint us (whether or not a Receiver or administrator has been appointed) and any Receiver separately as your attorney (with full power to appoint substitutes and to delegate) with power in your name or on your behalf and as your act and deed or otherwise:

- to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document; and
- to perform any act;

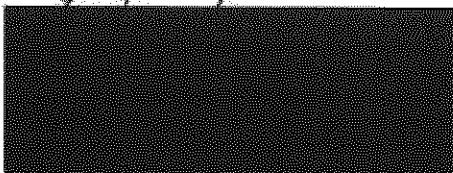
which may be required of you or may be deemed by the attorney necessary or desirable for any purpose of the Principal Deed or this deed, or to create, enhance or perfect any fixed security over any of your Assets or to convey or transfer legal ownership of any Assets.

5. Governing law and jurisdiction

This deed shall be governed by and construed in accordance with English law. You submit, for our exclusive benefit, to the jurisdiction of the English Courts, but without prejudice to our right to commence proceedings against you in any other jurisdiction.

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Signed for Barclays Bank PLC



EXECUTION VERSION

Executed as a deed by H. Carson Limited

[Redacted Signature]

Director

Witness

(If sole signatory only)

[Redacted Signature]

Director/Secretary

Company's Registered Number 01268293

Schedule

Details of Land vested in you as at the date of this Deed

Short description of the Land	Title number (if any)
Units 1-2 Loddon Vale, Hurricane Way, Woodley, Reading, Berkshire, RG5 4UX	BK415686 (UNIT 1) and BK415687 (UNIT 2)
19B, Wood Lane, Sonning Common, Berkshire, RG4 9SJ	ON280078
3 Stompits Road, Holyport, Maidenhead, Berkshire, SL6 2LA	BK391218
11-13 South Street, Wareham, Dorset, BH20 4LR	DT349625
5 High Street, Downton, Salisbury, SP5 3PG	WT306082