



Registration of a Charge

Company Name: **D. & R. SHARP (CHEMISTS) LIMITED**

Company Number: **01913829**



XA7TNO4B

Received for filing in Electronic Format on the: **01/07/2021**

Details of Charge

Date of creation: **30/06/2021**

Charge code: **0191 3829 0005**

Persons entitled: **CONNECTION CAPITAL LLP AS SECURITY TRUSTEE**

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: **GATELEY PLC**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1913829

Charge code: 0191 3829 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2021 and created by D. & R. SHARP (CHEMISTS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st July 2021 .

Given at Companies House, Cardiff on 2nd July 2021

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**

DATE 30 June 2021

PARTIES

- (1) **ENSCO 1259 LIMITED** a company incorporated and registered in England and Wales (registered number 11012478) whose registered office is at One Eleven Edmund Street, Birmingham, West Midlands, B3 2HJ (the **Parent**);
- (2) **THE ENTITIES** listed in Schedule 1 to this Deed (each an Obligor and together the **Obligors**); and
- (3) **CONNECTION CAPITAL LLP** a limited liability partnership incorporated and registered in England and Wales (registered number OC349617) whose registered office is at One Eleven Edmund Street, Birmingham, West Midlands, B3 2HJ as security trustee for the Secured Parties (the **Security Trustee**).

INTRODUCTION

- (A) This accession deed is supplemental to a composite guarantee and debenture (the **Debenture**) dated 30 June 2021 between the Obligors named in that Debenture and the Security Trustee and is supplemental to a security trust deed (the **Trust Deed**) dated 30 June 2021 between the Obligors named in that Trust Deed, the Noteholders named in that Trust Deed and the Security Trustee (in each case as previously supplemented and amended by earlier Accession Deeds, if any).
- (B) This document is intended to take effect as a deed despite the fact the Security Trustee may only execute it under hand.

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

- 1.1 Capitalised terms defined in the Debenture (or, if applicable, the Trust Deed) have the same meaning in this accession deed unless expressly defined in this accession deed.
- 1.2 The provisions of clause 1 (*Definitions and interpretation*) of the Debenture (or, if applicable, the Trust Deed) apply to this accession deed as though they were set out in full in this accession deed, except that references to 'this deed' will be construed as references to this accession deed.
- 1.3 The schedules to this accession deed form part of this accession deed as if set out in the body of this accession deed.

2. ACCESSION

- 2.1 The Acceding Obligor agrees to be an Obligor for the purposes of the Debenture and the Trust Deed with immediate effect and agrees to be bound by all of the terms of the Debenture and the Trust Deed as if it had originally been a party to each of them as an Obligor.
- 2.2 Without prejudice to the generality of clause 2.1 above, the Acceding Obligor confirms that it intends to accede to the guarantee comprised in the Debenture and to perform all such obligations intended to be assumed by a guarantor and an Obligor under the Debenture.

3. CREATION OF SECURITY

3.1 Security

- 3.1.1 The Acceding Obligor covenants to pay or discharge, on demand, the Secured Liabilities.
- 3.1.2 This Security is:
 - (a) created in favour of the Security Trustee (for the benefit of itself and the other Secured Parties);
 - (b) created over present and future assets of the Acceding Obligor;
 - (c) security for payment of all the Secured Liabilities; and
 - (d) made with full title guarantee.

- 3.1.3 Clause 3.1, Clause 3.3 and Clause 3.4 shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each Charged Asset within any particular class of assets specified.
- 3.1.4 Any failure to create an effective fixed Security Interest (for whatever reason) over a Charged Asset shall not affect the fixed nature of the Security Interest over any other Charged Asset, whether within the same class of assets or not.

3.2 **Fixed charges**

As a continuing security for the payment of the Secured Liabilities, each Obligor hereby, with full title guarantee, charges, and agrees to charge, in favour of the Security Trustee the following assets which are at any time owned by that Obligor or which it has an interest in from time to time:

- 3.2.1 by way of **first legal mortgage** all the freehold and leasehold property (if any) vested in or charged to that Obligor including any property specified in Schedule 2, together with all buildings and fixtures (including trade fixtures) at any time thereon;
- 3.2.2 by way of **first fixed charge** all other interests (not being charged by clause 3.2.1) in any freehold or leasehold property vested in or charged to that Obligor, the buildings and fixtures and fittings (including trade fixtures and fittings) at any time on or attached to such property;
- 3.2.3 by way of **first fixed charge** all proceeds of sale derived from any Property or any buildings, fixtures or fittings (including trade fixtures and fittings) at any time on or attached to any Property, the benefit of all covenants given in respect of any Property or any such buildings, fixtures or fittings and all licences to enter upon or use land and the benefit of all other agreements relating to land;
- 3.2.4 by way of **first fixed charge** all Equipment and all spare parts, replacements, modifications and additions for or to that Equipment and the benefit of all manuals, instructions, warranties, licences and maintenance agreements relating to it;
- 3.2.5 by way of **first fixed charge** all the Securities;
- 3.2.6 by way of **first fixed charge** all rights and interests of that Obligor in, and claims under, the Insurances and all proceeds of such Insurances held by, or written in favour of, that Obligor or in which that Obligor is otherwise interested;
- 3.2.7 by way of **first fixed charge** all monies standing to the credit of that Obligor from time to time on any and all accounts with any bank, financial institution, or other person;
- 3.2.8 by way of **first fixed charge** all Intellectual Property;
- 3.2.9 by way of **first fixed charge** the benefit of all licences, consents, agreements and authorisations held or utilised by that Obligor in connection with its business or the use of any of its assets; and
- 3.2.10 by way of **first fixed charge** all the goodwill and uncalled capital of that Obligor.

3.3 **Assignment**

As a continuing security for the payment of the Secured Liabilities, each Obligor hereby, with full title guarantee, **assigns and agrees to assign** absolutely (subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities) in favour of the Security Trustee all the rights, title, interest and benefit of that Obligor in and to the Insurances (together with all proceeds of such Insurances).

3.4 **Floating charge**

As further continuing security for the payment of the Secured Liabilities, each Obligor hereby charges with full title guarantee in favour of the Security Trustee by way of **first floating charge** all its assets and undertaking whatsoever and wherever situated, both present and

future, not effectively mortgaged, charged or assigned pursuant to the provisions of clause 3.3 and clause 3.4, including heritable property and all other property and assets in Scotland.

3.5 **Qualifying floating charge**

Paragraph 14 of schedule B1 Insolvency Act applies to any floating charge created by or pursuant to this deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act).

4. **NEGATIVE PLEDGE AND NO DISPOSAL**

The Acceding Obligor may not:

- 4.1 create, purport to create or permit to subsist any Security (other than a Permitted Security) upon any of the Charged Assets; or
- 4.2 sell, transfer, lease, licence, lend, part possession with, grant any interest in, or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets save for a Permitted Disposal, except with the prior written consent of the Security Trustee.

5. **REPRESENTATIONS AND WARRANTIES**

The Acceding Obligor makes the following representations and warranties to the Security Trustee:

- 5.1 all Property beneficially owned by that Obligor at the date of this deed is identified in schedule 1 to this accession deed;
- 5.2 all the Securities beneficially owned by that Obligor at the date of this deed are identified in schedule 2 to this accession deed; and
- 5.3 it is the legal and beneficial owner of the Charged Assets.

6. **INCORPORATION INTO DEBENTURE AND TRUST DEED**

- 6.1 This accession deed and the Debenture shall be each read together as one instrument and references in the Debenture to 'this deed' are deemed to include this accession deed.
- 6.2 This accession deed and the Trust Deed shall be each read together as one instrument and references in the Trust Deed to 'this deed' are deemed to include this accession deed.

7. **NOTICES**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of the Acceding Obligor for any communication or document to be made or delivered under or in connection with the Debenture or the Trust Deed (including this accession deed) is the address shown against as its name in **Error! Reference source not found..**

8. **GOVERNING LAW**

This accession deed and any non-contractual obligations arising out of or relating to it are governed by the laws of England and Wales.

EXECUTED as a deed and delivered on the date stated at the beginning of this accession deed.

SCHEDULE 1**The Obligors**

Name	Place of Incorporation	Registered Number	Registered Office
Mr Pickford's (HCO) Limited	England and Wales	12849738	Pickford House 18/20 High View Close, Vantage Park, Hamilton, Leicester, United Kingdom, LE4 9LJ
The Pillbox & Case Co. Limited	England and Wales	04295282	Pickford House 18 High View Close, Vantage Park, Hamilton, Leicester, Leicestershire, LE4 9LJ
F W Pickford (Charnwood) Limited	England and Wales	07642376	Pickford House, 18 High View Close, Leicester, Leicestershire, LE4 9LJ
F.W. Pickford (Leicester) Limited	England and Wales	01171012	Pickford House 18 High View Close, Vantage Park, Hamilton, Leicester, Leicestershire, LE4 9LJ
F W Pickford (Corby) Limited	England and Wales	06624636	Pickford House 18 High View Close, Vantage Park, Hamilton, Leicester, Leicestershire, LE4 9LJ
Mr Pickford's Limited	England and Wales	06490256	Pickford House 18 High View Close, Vantage Park, Hamilton, Leicester, Leicestershire, LE4 9LJ
Home Pharmacy Limited	England and Wales	07669516	Pickford House 18 High View Close, Vantage Park Hamilton, Leicester, Leicestershire, LE4 9LJ
Jay (1982) Limited	England and Wales	05692563	Pickford House 18 High View Close, Vantage Park Hamilton, Leicester, Leicestershire, LE4 9LJ
J M McGill Ltd.	England and Wales	04469280	106 Warmsworth Road, Doncaster, South Yorkshire, DN4 0RS
Pharmcet Ltd	England and Wales	03334435	106 Warmsworth Road, Balby, Doncaster, South Yorkshire, DN4 0RS
York P Ltd.	England and Wales	07290879	106 Warmsworth Road, Balby, Doncaster, South Yorkshire, DN4 0RS
D. & R. Sharp (Chemists) Limited	England and Wales	01913829	Coliseum Buildings, High Street, Bentley, Doncaster, DN5 0AP

SCHEDULE 2

Property

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SCHEDULE 3**Securities**


Obligor	Subsidiary	Number and Class of Shares
Mr Pickford's (HCO) Limited	The Pillbox & Case Co. Limited	<ul style="list-style-type: none"> • 3,241,279 ordinary shares of £0.0001 each; • 45,007 ordinary shares of £0.01 each; • 34,000 A preference shares of £0.0000001 each; • 175,000 B preference shares of £0.0000001 each; • 414,012 C preference shares of £0.0000001 each; • 40,062 D preference shares of £0.0000001 each; and • 100,785 E preference shares of £0.0000001 each.
The Pillbox & Case Co. Limited	F W Pickford (Charnwood) Limited	£1,000 divided into 1,000 ordinary shares of £1 each
F W Pickford (Charnwood) Limited	Jay (1982) Limited	£100 divided into 100 ordinary shares of £1 each
The Pillbox & Case Co. Limited	F.W. Pickford (Leicester) Limited	£10,000 divided into 10,000 ordinary shares of £1 each
The Pillbox & Case Co. Limited	F W Pickford (Corby) Limited	£199,000 divided into 1,000 ordinary shares of £1 each and 198,000 redeemable preference shares of £1 each
The Pillbox & Case Co. Limited	Mr Pickford's Limited	£100 divided into 100 ordinary shares of £1 each
The Pillbox & Case Co. Limited	Home Pharmacy Limited	£100 divided into 100 ordinary shares of £1 each
The Pillbox & Case Co. Limited	JM McGill Ltd.	£100 divided into 100 ordinary shares of £1 each
J M McGill Ltd.	Pharmcet Ltd	£32 divided into 32 ordinary shares of £1 each
J M McGill Ltd.	York P Ltd.	£30 divided into 30 ordinary shares of £1 each
The Pillbox & Case Co. Limited	D. & R. Sharp (Chemists) Limited	2 ordinary shares of £1 each

PARENT

Executed as a deed by)
Ensco 1259 Limited) Director
acting by two directors or by a director)
and its secretary)
Director/Secretary

OR

acting by a director in the presence of)
)
) Director


Signature of witness


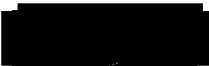
I confirm that the witness named
below was physically present
when I signed this deed

Name **Jack Elms**

Address **One Eleven**
Edmund Street Birmingham
Solicitor

I confirm that I was physically
present when the above
signatory signed this deed

OBLIGORS

Executed as a deed by) 
Mr Pickford's (HCO) Limited) Director
acting by two directors or by a director) 
and its secretary)
Director/Secretary



OR
acting by a director in the presence of)
)
) Director

.....
Signature of witness

Name

Address

.....

Executed as a deed by) 
The Pillbox & Case Co. Limited) Director
acting by two directors or by a director) 
and its secretary)
Director/Secretary

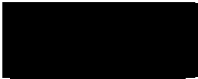

OR
acting by a director in the presence of)
)
) Director

.....
Signature of witness

Name

Address

.....

Executed as a deed by) 
F W Pickford (Charnwood) Limited) Director
acting by two directors or by a director and) 
its secretary)
) Director/Secretary



OR
acting by a director in the presence of)
)
) Director

.....
Signature of witness

Name

Address

.....

Executed as a deed by) 
F. W. Pickford (Leicester) Limited) Director
acting by two directors or by a director) 
and its secretary)
) Director/Secretary

OR
acting by a director in the presence of)
)
) Director

.....
Signature of witness



Name

Address

.....

Executed as a deed by
F W Pickford (Corby) Limited
acting by two directors or by a director
and its secretary

)
) Director
)
) Director/Secretary


.....

.....

OR
acting by a director in the presence of

)
)
) Director

.....
.....
.....

.....
Signature of witness



Name

Address

.....

Executed as a deed by
Mr Pickford's Limited
acting by two directors or by a director
and its secretary

)
) Director
)
) Director/Secretary


.....

.....

OR
acting by a director in the presence of

)
)
) Director



.....
.....
.....

.....
Signature of witness

Name

Address

.....

Executed as a deed by) 
Home Pharmacy Limited) Director
acting by two directors or by a director) 
and its secretary) Director/Secretary



OR
acting by a director in the presence of)
)
) Director

.....
Signature of witness

Name

Address

.....

Executed as a deed by) 
Jay (1982) Limited) Director
acting by two directors or by a director) 
and its secretary) Director/Secretary

OR
acting by a director in the presence of)
)
) Director

.....
Signature of witness

Name

Address

.....

Executed as a deed by
JM McGill Ltd.
acting by two directors or by a director
and its secretary

)
) Director
)
) Director/Secretary

OR
acting by a director in the presence of

)
)
) Director

Signature of witness

Name

Address

Executed as a deed by
Pharmcet Ltd
acting by two directors or by a director
and its secretary

)
) Director
)
) Director/Secretary

OR
acting by a director in the presence of

)
)
) Director

Signature of witness

Name

Address

Executed as a deed by
York P Ltd.
acting by two directors or by a director
and its secretary

)
) Director
)
) Director/Secretary

OR
acting by a director in the presence of

)
)
) Director

Signature of witness

Name

Address

Executed as a deed by
D. & R. Sharp (Chemists) Limited
acting by two directors or by a director
and its secretary

)
) Director
)
) Director/Secretary

OR
acting by a director in the presence of

)
)
) Director

Signature of witness

Name

Address

SECURITY TRUSTEE

SIGNED by **CONNECTION CAPITAL LLP**:

)
)
)



Attorney