



Registration of a Charge

Company name: **Palmer & Harvey McLane (Holdings) Limited**

Company number: **02274812**



X65OQS5D

Received for Electronic Filing: **03/05/2017**

Details of Charge

Date of creation: **27/04/2017**

Charge code: **0227 4812 0010**

Persons entitled: **BARCLAYS BANK PLC (AS SECURITY TRUSTEE FOR THE SECURED PARTIES) (THE SECURITY AGENT)**

Brief description: **NOT APPLICABLE.**

Contains fixed charge(s).

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: **SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006, I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A TRUE AND COMPLETE COPY OF THE COMPOSITE ORIGINAL SEEN BY ME.**

Certified by:

CLARE REYNOLDS



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2274812

Charge code: 0227 4812 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th April 2017 and created by Palmer & Harvey McLane (Holdings) Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd May 2017 .

Given at Companies House, Cardiff on 4th May 2017

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

27 APRIL

2017

THE PARTIES LISTED IN SCHEDULE 1 HERETO
(as Chargors)

- and -

BARCLAYS BANK PLC
(as Security Agent)

SUPPLEMENTAL CHARGE
RELATING TO A GROUP DEBENTURE DATED 4 APRIL 2017

Save for material redacted pursuant to s859G of the
Companies Act 2006, I certify that this is a true and
complete copy of the composite original seen by me

C Reynolds
Name: CLARE REYNOLDS
Title: Solicitor

Date: 2 / 5 / 2017

Hogan Lovells International LLP (Ref: 1001BB
064100)
Atlantic House, Holborn Viaduct, London EC1A 2FG

THIS SUPPLEMENTAL CHARGE IS SUBJECT TO THE TERMS OF AN INTERCREDITOR
AGREEMENT DATED 6 APRIL 2016 (AS AMENDED FROM TIME TO TIME) AND MADE
BETWEEN, AMONG OTHERS (1) THE ORIGINAL CHARGORS, (2) THE SECURITY
AGENT AND (3) THE SECURED PARTIES (AS EACH SUCH TERM IS DEFINED IN THIS
DEED).



Hogan Lovells International LLP
Atlantic House, Holborn Viaduct, London EC1A 2FG
Ref: F1/REYNOLDC/7861848
1001BB.064100

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THIS DEED is made on 27 day of APRIL 2017

BETWEEN:

- (1) THE PARTIES LISTED IN SCHEDULE 1 HERETO (the "Chargors"); and
- (2) BARCLAYS BANK PLC (as security trustee for the Secured Parties (as defined below)) (in such capacity, the "Security Agent").

WHEREAS:

- (A) The Chargors are each a party to the Debenture (as defined below) under which they have granted security over all their present and future assets as security for the Secured Obligations.
- (B) Pursuant to paragraph 6 (*Top Ten Debtors*) of Schedule 10 (*Operational Matters*) of the RFA, the Chargors have agreed to, promptly following the request of the Security Agent, provide the Security Agent with fixed charge security in relation to the Debts of any Debtor which becomes a Top Ten Debtor after the Commencement Date.
- (C) Wilko has become a Top Ten Debtor for the purposes of the RFA, therefore the Chargors hereby agree to grant fixed charges in relation to the Debts of Wilko pursuant to this Deed.

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed (including the recitals to it):

- (a) terms defined in or construed for the purposes of the Debenture (as defined below) have the same meanings when used in this Deed (unless otherwise defined in this Deed); and
- (b) the following terms have the following meanings:

"**Debenture**" means the group debenture dated 4 April 2017 and made between (1) the companies named in it as Original Chargors (including the Chargors) and (2) the Security Agent;

"**Wilko**" means Wilko Retail Limited (a company registered in England and Wales with the company number 00365335) and any Affiliate of that company; and

"**Wilko Debt**" means a Debt due to the Chargors from Wilko.

1.2 Interpretation

- (a) Unless a contrary indication appears, any reference in this Deed to any Chargor or the Security Agent shall be construed so as to include its successors in title, permitted assigns and permitted transferees.
- (b) The principles of construction set out in Clause 1.2 (*Construction*) of the RFA shall apply to this Deed, with any necessary changes, as if they were set out in full in this Deed.

1.3 Incorporation of provisions

Clauses 1.5 (*Trust*), 1.6 (*Third Party Rights*) and 25 (*Notices*) of the Debenture are incorporated into this Deed, with any necessary changes and as if references in them to the Debenture or "this Deed" were references to this Deed, as if they were set out in full in this Deed.

2. GRANT OF SECURITY

2.1 Nature of security

All Security and dispositions created or made by this Deed are created or made:

- (a) in favour of the Security Agent;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Obligations.

2.2 Fixed charge

Each Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

- (a) to the extent that any Wilko Debt and/or its proceeds are not effectively assigned under Clause 2.3 (*Assignment over Receivables*) below (a "**Non-Vesting Wilko Debt**"), by way of first fixed charge each Non-Vesting Wilko Debt, such that there is a separate fixed charge of each Non-Vesting Wilko Debt referable to each Non-Vesting Wilko Debt created in each Approved Jurisdiction; and
- (b) to the extent that any Related Rights relating to any Wilko Debt are not effectively assigned under Clause 2.3 (*Assignment over Receivables*) below ("**Non-Vesting Wilko Related Rights**"), by way of first fixed charge such Non-Vesting Wilko Related Rights, such that there is a separate fixed charge of Non-Vesting Wilko Related Rights referable to each Non-Vesting Wilko Debt created in each Approved Jurisdiction.

2.3 Assignment over Receivables

Each Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:

- (a) in relation to each Approved Jurisdiction, all Wilko Debts and their proceeds now or in the future owing to any of the Chargors, such that there is a separate security assignment of Wilko Debts payable by Debtors in each Approved Jurisdiction; and
- (b) all Related Rights relating to any Wilko Debts payable by Debtors in Approved Jurisdictions, such that there is a separate security assignment of Related Rights referable to each Wilko Debt payable by Debtors in each Approved Jurisdiction.

3. APPLICATION OF DEBENTURE PROVISIONS

The Security created by this Deed is created "pursuant to the Debenture" and:

- (a) all references in the Debenture to the "**Security Assets**" include the assets charged by this Deed, and to the "**Debenture Security**" includes the Security created or evidenced by or pursuant to this Deed; and
- (b) all provisions of the Debenture relating to the Security Assets or the Debenture Security (including, without limitation, the obligations of the Chargors and rights of enforcement) apply respectively to the assets charged by this Deed and to the Security Interests created by this Deed.

4. SUPPLEMENTAL DEED

4.1 Debenture

- (a) This Deed is supplemental to the Debenture.
- (b) This Deed is a Finance Document.
- (c) From the date of this Deed, the provisions of the Debenture and of this Deed shall be read and construed as one and all references to the Debenture shall be deemed to incorporate the provisions contained in this Deed.

4.2 Continuance in force

For the avoidance of doubt, the provisions of the Debenture and the other Finance Documents (except as supplemented by this Deed) continue to apply and remain in full force and effect.

5. COSTS AND EXPENSES

The Chargors shall promptly on demand pay to the Security Agent the amount of all costs and expenses (including legal fees, valuation fees (and any VAT or similar Tax thereon)) incurred by the Security Agent in connection with the negotiation, preparation, execution, registration and completion of this Deed.

6. GOVERNING LAW

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

In Witness of which this Deed has been duly executed by the Chargors and the Security Agent as a deed and has been delivered on the first date specified on page 1 of this Deed by the Chargors.

SCHEDULE 1
THE CHARGORS

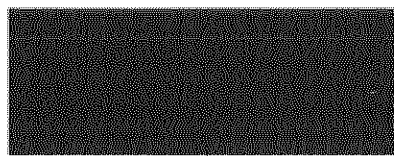
Company Name	Registered number	Registered office
Palmer & Harvey (Holdings) Plc	06470058	P&H House, 106-112 Davigdor Road, Hove, East Sussex BN3 1RE
P&H (2008) Limited	06470096	P&H House, 106-112 Davigdor Road, Hove, East Sussex BN3 1RE
Buildtrue (2008) Limited	06470095	P&H House, 106-112 Davigdor Road, Hove, East Sussex BN3 1RE
Palmer & Harvey McLane (Holdings) Limited	02274812	P&H House, 106-112 Davigdor Road, Hove, East Sussex BN3 1RE
Palmer & Harvey McLane Limited	01874153	P&H House, 106-112 Davigdor Road, Hove, East Sussex BN3 1RE
P&H (1925) Limited	00207555	P&H House, 106-112 Davigdor Road, Hove, East Sussex BN3 1RE
P&H Direct Limited	02068930	P&H House, 106-112 Davigdor Road, Hove, East Sussex BN3 1RE
P&H Snacksdirect Limited	01852968	P&H House, 106-112 Davigdor Road, Hove, East Sussex BN3 1RE
P&H Retail Services Limited	02920229	P&H House, 106-112 Davigdor Road, Hove, East Sussex BN3 1RE
Y.P. Electronics Limited	02272818	P&H House, 106-112 Davigdor Road, Hove, East Sussex BN3 1RE
T. & A. Symonds Limited	04342435	P&H House, 106-112 Davigdor Road, Hove, East Sussex BN3 1RE
P&H Sweetdirect Limited	06705682	P&H House, 106-112 Davigdor Road, Hove, East Sussex BN3 1RE
P&H Direct Van Sales Limited	08003983	P&H House, 106-112 Davigdor Road, Hove, East Sussex BN3 1RE
Palmer & Harvey Limited	02815232	P&H House, 106-112 Davigdor Road, Hove, East Sussex BN3 1RE
Mojo Wholesale Limited	01203878	P&H House, 106-112 Davigdor Road, Hove, East Sussex BN3 1RE
WS Retail Ltd	07847433	P&H House, 106-112 Davigdor Road, Hove, East Sussex BN3 1RE
Discovery Risk Solutions Limited	9115899	P&H House, 106-112 Davigdor Road, Hove, East Sussex BN3 1RE

EXECUTION PAGE

THE CHARGORS

Executed as a deed by
PALMER & HARVEY (HOLDINGS) PLC
acting by
in the presence of

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Director

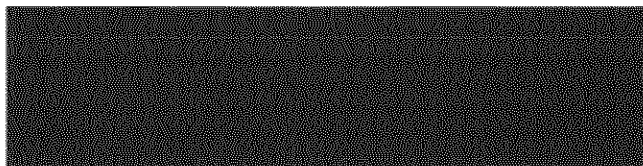
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Witness' name:

JANE ELIZABETH PARKER

Witness' address:



Executed as a deed by
P&H (2008) LIMITED
acting by
in the presence of

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Director

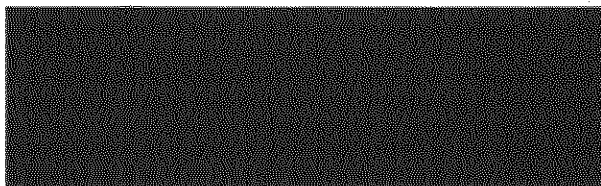
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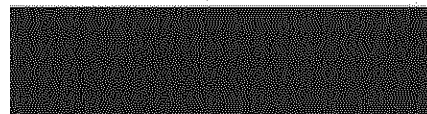
JANE ELIZABETH PARKER

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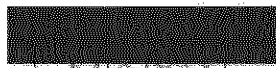


Executed as a deed by
BUILDTRUE (2008) LIMITED
acting by
in the presence of

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Director

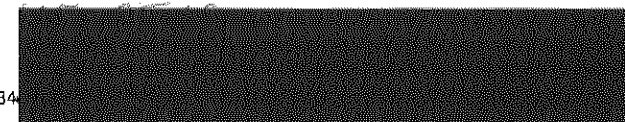
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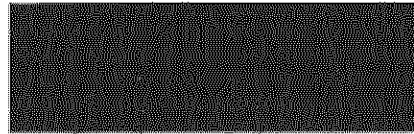
Witness' name:

JANE ELIZABETH PARKER

Witness' address:



Executed as a deed by
PALMER & HARVEY MCLANE
(HOLDINGS) LIMITED
acting by
in the presence of

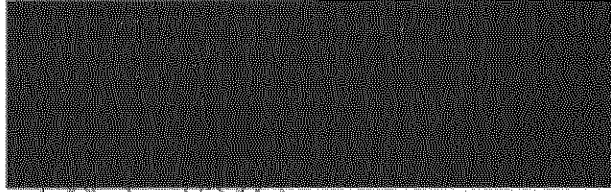


Director

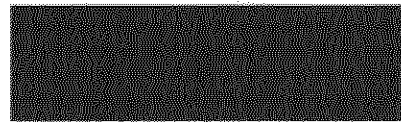
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Witness' name: JANE ELIZABETH PARKER

Witness' address:



Executed as a deed by
PALMER & HARVEY MCLANE LIMITED
acting by
in the presence of

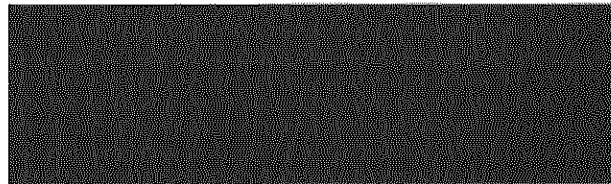


Director

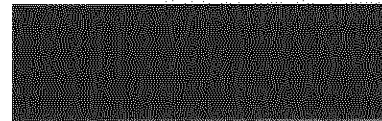
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Witness' name: JANE ELIZABETH PARKER

Witness' address:



Executed as a deed by
DISCOVERY RISK SOLUTIONS LIMITED
acting by
in the presence of

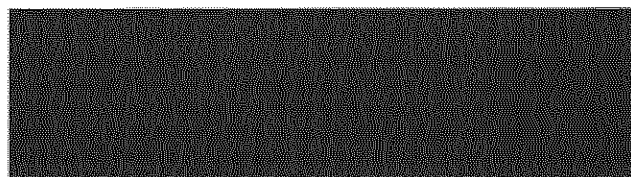


Director

Witness' signature:

Witness' name: JANE ELIZABETH PARKER

Witness' address:



Executed as a deed by
MOJO WHOLESALE LIMITED
acting by
in the presence of

[Redacted Signature]

Director

Witness' signature:

[Redacted Signature]

Witness' name: JANE ELIZABETH PARKER

Witness' address:

[Redacted Address]

Executed as a deed by
T. & A. SYMONDS LIMITED
acting by
in the presence of

[Redacted Signature]

Director

Witness' signature:

[Redacted Signature]

Witness' name: JANE ELIZABETH PARKER

Witness' address:

[Redacted Address]

Executed as a deed by
WS RETAIL LTD
acting by
in the presence of

[Redacted Signature]

Director

Witness' signature:

[Redacted Signature]

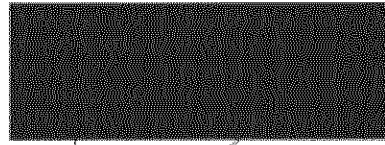
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Witness' address:

[Redacted Address]

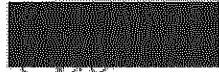
Executed as a deed by
P&H (1925) LIMITED
acting by
in the presence of

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Director

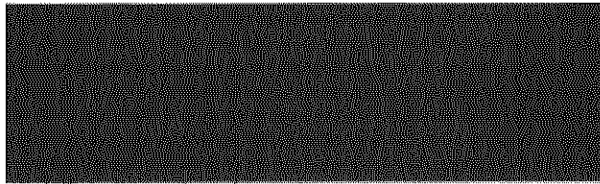
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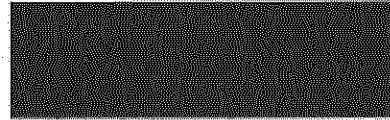
JANE ELIZABETH PARICER

Witness' address:



Executed as a deed by
PALMER & HARVEY LIMITED
acting by
in the presence of

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Director

Witness' signature:



Witness' name:

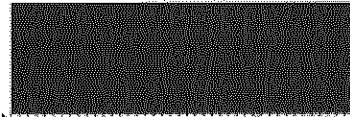
JANE ELIZABETH PARICER

Witness' address:



Executed as a deed by
P&H RETAIL SERVICES LIMITED
acting by
in the presence of

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Director

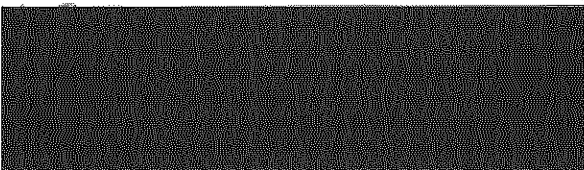
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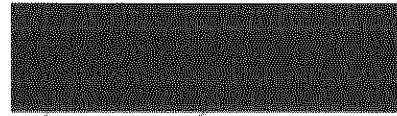
JANE ELIZABETH PARICER

Witness' address:



Executed as a deed by
Y.P. ELECTRONICS LIMITED
acting by
in the presence of

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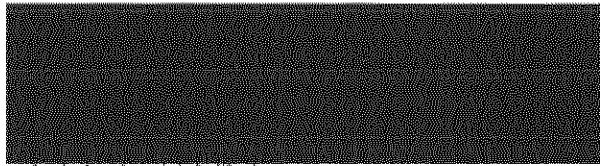
Director

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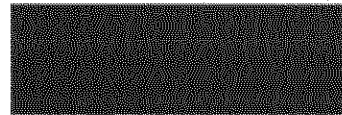
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Witness' address:



Executed as a deed by
P&H DIRECT LIMITED
acting by
in the presence of

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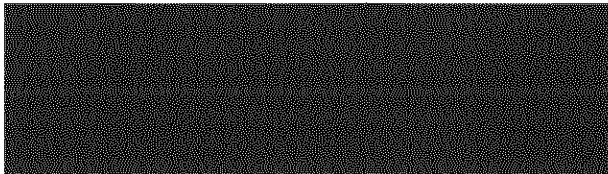
Director

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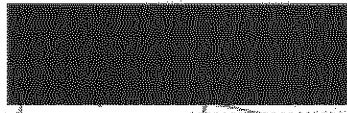
Witness' name: JANE ELIZABETH PARICER

Witness' address:



Executed as a deed by
P&H SNACKSDIRECT LIMITED
acting by
in the presence of

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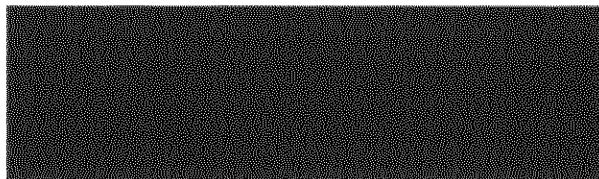
Director

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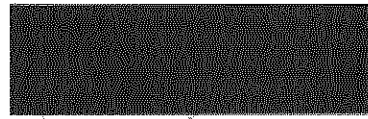
Witness' name: JANE ELIZABETH PARICER

Witness' address:



Executed as a deed by
P&H SWEETDIRECT LIMITED
acting by
in the presence of

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Director

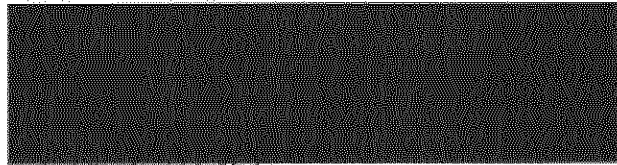
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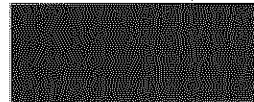
JANE ELIZABETH PARICER

Witness' address:



Executed as a deed by
P&H DIRECT VAN SALES LIMITED
acting by
in the presence of

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Director

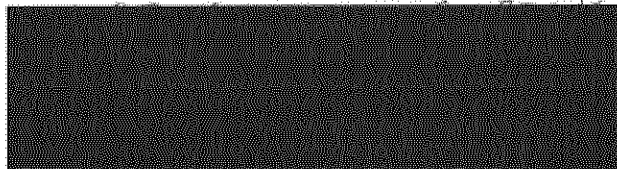
Witness' signature:



Witness' name:

JANE ELIZABETH PARICER

Witness' address:



THE SECURITY AGENT

Executed as a deed by

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as attorney for **BARCLAYS BANK PLC**
in the presence of

Signature

Witness' signature:

Witness' name:

Witness' address:

Executed as a deed by
P&H SWEETDIRECT LIMITED
acting by
in the presence of

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Director

Witness' signature:

Witness' name:

Witness' address:

Executed as a deed by
P&H DIRECT VAN SALES LIMITED
acting by
in the presence of

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Director

Witness' signature:

Witness' name:

Witness' address:

THE SECURITY AGENT

Executed as a deed by
ALESSANDRO TORIO SCALLIA
as attorney for **BARCLAYS BANK PLC**
in the presence of

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.....
Signature

Witness' signature:

Witness' name: *PAUL BRANWHITE*

Witness' address:

LIB02/REYNOLDC/7861848.3

Barclays Bank PLC
5 The North Colonnade
Canary Wharf
London
E14 4BB

Hogan Lovells