



Registration of a Charge

Company name: **ABC DRUG STORES LIMITED**

Company number: **02825947**



X52XF6CI

Received for Electronic Filing: **17/03/2016**

Details of Charge

Date of creation: **08/03/2016**

Charge code: **0282 5947 0118**

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

Brief description: **VENTURE HOUSE, HARTLEY AVENUE, MILL HILL, LONDON, NW7 2HX
FOR DETAILS OF FURTHER PROPERTIES PLEASE SEE SCHEDULE 2 OF
THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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 LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2825947

Charge code: 0282 5947 0118

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th March 2016 and created by ABC DRUG STORES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th March 2016 .

Given at Companies House, Cardiff on 18th March 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 16 March 2016

Signed *Osborne Clarke LLP*

Osborne Clarke LLP

2 Temple Back East

Temple Quay, Bristol

BS1 6EG

Supplemental Debenture

The Supplemental Debenture is made on

8 March

2016

Between:

- (1) Each entity listed in Schedule 1 (the "Chargors"); and
- (2) The Royal Bank of Scotland plc as agent and trustee for the Secured Parties (the "Security Agent").

Background

- (A) Pursuant to the Original Debenture (as defined below), each of the Chargors created Security over all of its assets for, amongst other things, its present and future obligations and liabilities under the Finance Documents.
- (B) The Chargors have acquired interests in additional assets and the Chargors have agreed to enter into this Supplemental Debenture to create security over such assets.
- (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:

"Additional Property" means:

- (a) all of the freehold and/or leasehold property of the Chargors specified in Schedule 2 (Additional Property);
- (b) any buildings, fixtures, fittings, plant or machinery from time to time on or forming part of the property referred to in paragraph (a); and
- (c) the Related Rights arising in relation to any of the assets described in paragraphs (a) and (b).

"Original Debenture" means the debenture between amongst others (1) the Chargors and (2) the Security Agent dated 17 February 2016.

1.1. Construction

- (a) Unless a contrary intention appears, sub-clause 1.2 (Construction) of the Facilities Agreement applies to this Supplemental Debenture, and shall be deemed to be incorporated into this Supplemental Debenture, mutatis mutandis, as though set out in full in this Supplemental Debenture, with any reference to "this Agreement" being deemed to be a reference to "this Supplemental Debenture", subject to any necessary changes.
- (b) Any references to the Security Agent or any Receiver shall include its Delegate.

1.2. Law of Property (Miscellaneous Provisions) Act 1989

To the extent necessary for any agreement for the disposition of the Security Assets in this Supplemental Debenture to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Supplemental Debenture are incorporated into this Supplemental Debenture.

1.3. Implied covenants for title

The obligations of the Chargors under this Supplemental Debenture shall be in addition to the covenants for title deemed to be included in this Supplemental Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.4. Effect as a deed

This Supplemental Debenture is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

1.5. Trusts

- (a) The Security Agent holds the benefit of this Supplemental Debenture on trust for the Secured Parties in accordance with the terms of the Intercreditor Agreement.
- (b) The perpetuity period for any trusts created by this Supplemental Debenture is 125 years.

2. Security Assets

Supplemental to clause 3 (*Security Assets*) of the Original Debenture, each of the Chargors, as security for the payment of the Secured Liabilities charges in favour of the Security Agent, with full title guarantee, by way of legal mortgage, the Additional Property.

3. Incorporation

The provisions of clause 2 (*Covenant to Pay*) and clauses 4 (*Nature of Security*) to 19 (*Miscellaneous*) (inclusive) 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 Deed" in the Original Debenture are to be construed as references to "this Supplemental Debenture".

4. Continuation

- 4.1. Except insofar as supplemented hereby, the Original Debenture will remain in full force and effect.
- 4.2. The Chargors agree 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 Deed" 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 designated as 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 Chargor	Jurisdiction of incorporation/formation (if applicable)	Registration number (if any)
Day Lewis Plc	England and Wales	1202866
Day Lewis Chemists Limited	England and Wales	1586170
Tayzana Ltd	England and Wales	2022221
ABC Drug Stores Limited	England and Wales	02825947

Schedule 2
Additional Property

Chargors	Short Description of Additional Property	Title Number (if registered)
Day Lewis Chemists Ltd	Unit 1, Marchwood Village Centre, Main Road, Southampton, Hants., SO40 4SF	HP747250
Day Lewis Chemists Ltd	5 Woodman Parade, Pier Road, North Woolwich, London, E16 2LL	EGL526030
Day Lewis Chemists Ltd	Medical Hall, South Molton, Devon, EX36 3BU	DN580893
Day Lewis Chemists Ltd	Manor Lane, Old Basing, Basingstoke, Hants, RG24 7AE	HP694264
Day Lewis Chemists Ltd	237 Torquay Road, Preston, Paignton, Devon, TQ3 2HW	DN583417
Day Lewis Plc	64 Middleton Road, Morden, Surrey, SM4 6RT	SGL678792
Day Lewis Plc	8 The Triangle Shopping Centre, Frinton-on-Sea, Essex, CO13 0AU	EX825512
Day Lewis Plc	39 Brockley Road, Brockenhurst, Hants., SO42 7RB	HP711248
Day Lewis Plc	Hamdon Medical Centre, Stoke Sub Hamdon, Somerset, TA14 6QE	WS43541
Day Lewis Plc	Burnham Medical Centre, Love Lane, Burnham-on-Sea, Somerset, TA8 1EU	ST318900
Day Lewis Plc	3 Broad Street, Congresbury, Bristol, BS49 5DG	ST293743
Day Lewis Plc	497 Bath Road, Saltford	ST245795
Day Lewis Plc	21 Trelowarren Street, Camborne, Cornwall, TR14 8AD	CL290969
Day Lewis Plc	4 Old Milton Green Parade, Christchurch Road, New Milton, Hampshire, BH25 6QA	HP784282
Day Lewis Plc	17 High Street, Rye, East Sussex,	ESX354981

	TN31 7JF	
Day Lewis Plc	Mowbray House Surgery, Malpass Road, Northallerton, North Yorkshire, DL7 8FW	NYK360519
Day Lewis Plc	Berrow Medical Centre, Brent Road, Berrow, Somerset, TA8 2JU	ST302342
Day Lewis Plc	242 Main Road, Parson Drove, Wisbech, Cambridgeshire, PE13 4LF	CB382740
Day Lewis Plc	315 Westborough Road, Westcliff-on-Sea, Essex, SS0 9PU	EX902401
Day Lewis Plc	508 Filton Avenue, Horfield, Bristol, BS7 0QE	GR381795
Day Lewis Plc	The Vermuyden Centre, Fieldside, Thorne, Doncaster, South Yorkshire, DN8 4BQ	SYK548042
Day Lewis Plc	298 Glossop Road, Sheffield, South Yorkshire, S10 2HS	SYK508129
Day Lewis Plc	16 Chapel Street, Redruth, Cornwall, TR15 2DB	CL225344
ABC Drugstores Ltd	Venture House, Hartley Avenue, Mill Hill, London, NW7 2HX	AGL94995
ABC Drugstores Ltd	75 Stoke Newington Road, Stoke Newington, N16 8AD	Unregistered lease dated 30/01/2001 between (1) Scopeville Limited and (2) ABC Drugstores Limited
ABC Drugstores Ltd	121 Wood Street, Walthamstow	EGL500228
ABC Drugstores Ltd	56-60 Loampit Hill, Lewisham, London, SE13 7SX	TGL291397
Day Lewis Plc	Units 1 & 2, Loddon Vale, Hurricane Way, Woodley, Reading, Berks., RG5 4UX	BK415686 and BK415687
ABC Drugstores Ltd	5 High Street, Downton, Salisbury, Wiltshire, SP5 3PG	WT306082
Day Lewis Plc	168 Locking Road, Weston Super Mare, North Somerset, BS23 3HQ	ST308318
Day Lewis Plc	88b Beacon Lane, Exeter, Devon,	DN600116

	EX4 8LU	
Day Lewis Plc	2 Furness Road, Eastbourne, East Sussex, BN21 4EY	ESX372478
Tayzana Ltd	467 Bromley Road, Downham, Kent, BR1 4PH	TGL402202
Day Lewis Plc	Norton Brook Medical Centre, Cooksworthy Road, Kingsbridge, Devon, TQ7 1AE	DN590390
Day Lewis Plc	Waterside Health Centre, Beaulieu Road, Hythe, Southampton, SO45 5WX	HP750443
Day Lewis Plc	Unit 7 St Olaves Precinct, Bury St Edmunds, Suffolk, IP32 6SP	SK339647
Day Lewis Plc	7 The Parade, London Road, East Grinstead, West Sussex, RH19 1QL	WSX337231
Day Lewis Plc	123 Salisbury Road, Burton Green, Christchurch, Dorset, BH23 7JN	DT414286

Signatures

Chargor

Executed as a Deed by)
Day Lewis Plc)
acting by a director)
in the presence of:)

[Redacted Signature]

Name: JAYANTI C. PATEL JNR.

Signature of witness:

[Redacted Signature]

Name of witness:

C. CREMINS

Address of witness:

[Redacted Address]

Occupation of witness: PA.

Executed as a Deed by)
Day Lewis Chemists Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Name: JAYANTI C. PATEL JNR.

Signature of witness:

[Redacted Signature]

Name of witness:

C. CREMINS

Address of witness:

[Redacted Address]

Occupation of witness: PA.

Executed as a Deed by)
Tayzana Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Name: JAYANTI C. PATEL JNR.

Signature of witness:

Name of witness:

Address of witness:

Occupation of witness:

Executed as a Deed by
ABC Drug Stores Limited
acting by a director
in the presence of:

Name: JATANTI C. PATEL JMR.

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**

Name:

Notice Details

Address: 8th Floor, 250 Bishopsgate, London, EC2M 4AA
Fax: 0207 786 5247
Attention: Tony Bennett

Signature of witness:

Name of witness:

Address of witness:

Occupation of witness:

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)

Name: _____

ANDREW GUTHRIE

Notice Details

Address: 8th Floor, 250 Bishopsgate, London, EC2M 4AA
Fax: 0207 786 5247
Attention: Tony Bennett