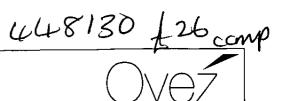
In accordance with Sections 859A & 859J of the Companies Act 2006

## **MR01**

Particulars of a charge



	A fee is payable with this form Please see 'How to pay' on the last page	You can use the WebFiling service to Please go to www.companieshouse.go	
V	What this form is for You may use this form to register a charge created or evidenced by an instrument	You may not use this form to register a charge where there is instrument. Use form MR08	For further information, please
Þ	This form must be delivered to the Reg 21 days beginning with the day after the delivered outside of the 21 days it will be court order extending the time for deliver You must enclose a certified copy of the scanned and placed on the public record	e date of creation of the charge If e rejected unless it is accompanied by e instrument with this form. This will be	*A3KJ0TNM* A32 12/11/2014 #269 COMPANIES HOUSE
1	Company details		For official use
Company number	0 2 8 2 5 9 4 7	<del></del>	► Filling in this form Please complete in typescript or in
Company name in full	ABC Drug Stores Limited		bold black capitals
/			All fields are mandatory unless specified or indicated by *
2	Charge creation date		,
Charge creation date	<sup>9</sup> 0 <sup>4</sup> 4 <sup>m</sup> 1 <sup>m</sup> 1 <sup>y</sup> 2	70 71 74	
3	Names of persons, security ago Please show the names of each of the entitled to the charge	ents or trustees entitled to the ct persons, security agents or trustees	narge
Name	Barclays Bank PLC		_
Name			
Name			
Name			
	tick the statement below	ase supply any four of these names then	
	trustees entitled to the charge	n four persons, secunty agents or	

### Particulars of a charge Description Please give a short description of any land (including buildings), ship, aircraft or Continuation page intellectual property registered (or required to be registered) in the UK which is Please use a continuation page if subject to this fixed charge or fixed security you need to enter more details 13 Camberwell Church Street, London, SE5 8TR Description (comprised in an unregistered lease dated 16 June 2010 made between Andrew Haralambous and Eugenia Haralambous (1) and ABC Drugstores Limited (2)) The Pharmacy, Vancouver Road, Turnford, Broxborne, Hertfordshire, EN10 6FD (title number HD450836) Day Lewis Pharmacy, Langstone Way Surgery, Lidbury Square, Mill Hill, NW7 IGR (title number AGL171653) Fixed charge or fixed security Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box Yes X No Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box Yes Continue [X] No Go to Section 7 is the floating charge expressed to cover all the property and undertaking of the company? ☐ Yes **Negative Pledge** Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box Yes

X No

MR01

Trustee statement ①  You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge  Signature  Please sign the form here  Signature  Signature  Aboute - X	
You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge  Signature  Please sign the form here  Signature  Signature	
property or undertaking which is the subject of the charge  Signature  Please sign the form here  Signature	
Signature  Please sign the form here  gnature  Signature	be filed after e charge (us
Please sign the form here gnature Signature	
gnature Signature	<del> </del>
$(X \cap X) = (A \cap X)$	
Spine (XIVILE -	
This form must be signed by a person with an interest in the charge	

### MR01

Particulars of a charge

### Presenter information Important information Please note that all information on this form will We will send the certificate to the address entered appear on the public record below All details given here will be available on the public record. You do not have to show any details. here but, if none are given, we will send the certificate How to pay to the company's Registered Office address A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper Osborne Clarke (ref RLS/0997593) Make cheques or postal orders payable to 'Companies House' Apex Plaza Forbury Rd Where to send $oldsymbol{ abla}$ Reading You may return this form to any Companies House Post town address. However, for expediency, we advise you to return it to the appropriate address below For companies registered in England and Wales The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff DX 117882 Reading Apex Plaza For companies registered in Scotland 0118 925 2112 The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, Certificate 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 We will send your certificate to the presenter's address or LP - 4 Edinburgh 2 (Legal Post) if given above or to the company's Registered Office if you have left the presenter's information blank For companies registered in Northern Ireland The Registrar of Companies, Companies House, Checklist Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG We may return forms completed incorrectly or DX 481 N R Belfast 1 with information missing Please make sure you have remembered the Further information following ☐ The company name and number match the For further information, please see the guidance notes on the website at www companieshouse gov uk or information held on the public Register email enquiries@companieshouse gov uk You have included a certified copy of the instrument with this form You have entered the date on which the charge This form is available in an was created alternative format. Please visit the forms page on the website at the charge You have ticked any appropriate boxes in Sections 3, 5. www.companieshouse.gov.uk 6,7 & 8 ☐ You have given a description in Section 4, if appropriate ☐ You have signed the form ☐ You have enclosed the correct fee

a certified copy

☐ Please do not send the original instrument, it must be



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 2825947

Charge code: 0282 5947 0112

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th November 2014 and created by ABC DRUG STORES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th November 2014.

W

Given at Companies House, Cardiff on 18th November 2014





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 06 day of November 2014

Osborne Clarke Chare Chic

Apex Plaza Forbury Road Reading Berkshire

RG1 1AX

Supplemental deed relating to Additional Land

To Barclays Bank plc

This supplemental deed is made on

4 NOVEWBER

2014 by you

**ABC Drug Stores Limited** 

Registered Number 02825947

in favour of us, Barclays Bank PLC, as additional security for your liabilities and those of others to us under a deed of guarantee and debenture dated 16 August 2013

### Index of Clauses

- Definitions
- 2 Covenant to pay
- The charge you create over the Additional Land
- Power of attorney
- 5. Counterparts and commencement
- 6. Governing law and jurisdiction



### 1. Definitions

- 1 1 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 supplemental deed
- The Principal Deed shall continue and remain in full force and effect and this supplemental deed shall be read and construed as one with the Principal Deed so that all references to "this deed" in the Principal Deed shall include reference to this supplemental deed

### 2 Covenant to pay

You coverant 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) to us in any manner when such Indebtedness becomes due and payable

### 3. The charges you create over the Additional Land

- 3 1 By executing this supplemental deed, you charge to us with full title guarantee with the payment or discharge of all Indebtedness by way of fixed charge the property listed in the schedule to this supplemental deed (the "Additional Land")
- References in the Principal Deed to "Land" shall be construed so as to extend to and include the Additional Land
- The charge set out in clause 2.1 above is 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 supplemental deed

### 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 supplemental 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

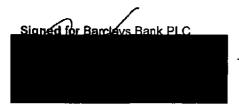
5	•	Counterparts	and	commencement

- This supplemental deed may be executed in any number of counterparts and by different parties to it in separate counterparts, each of which when executed and delivered shall be an original. All such counterparts will together constitute one and the same instrument.
- This supplemental deed shall come into effect on the date inserted by us on the front page and shall be binding on all those that have executed and delivered it, notwithstanding that any one or more companies that were intended to execute it may not do so or may not be effectually bound

### 6. Governing law and jurisdiction

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



Executed as a de	ed by ABC Drug Stores	Limited		
		Director	•	Witness
			(if sole signatory only)	<b></b>
*		Director/Secretary		

Company's Registered Number 02825947

### 5. Counterparts and commencement

- 5.1 This supplemental deed may be executed in any number of counterparts and by different parties to it in separate counterparts, each of which when executed and delivered shall be an original. All such counterparts will together constitute one and the same instrument
- 5.2 This supplemental deed shall come into effect on the date inserted by us on the front page and shall be binding on all those that have executed and delivered it, notwithstanding that any one or more companies that were intended to execute it may not do so or may not be effectually bound

### 6. Se Governing law and jurisdiction。2. The Control of the Contro

This supplemental 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 supplemental deed is executed by you 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	

Executed as a deed by ABC Drug Stores Limited	
Director	Witness
C Au	(if sole signatory only)
Director/S	Secretary

Company's Registered Number 02825947

### Schedule to the supplemental deed dated & NOVEMBER 2014

### Additional Land

Short description of the Land	Title number
13 Camberwell Church Street, London, SE5 8TR (comprised in an unregistered lease dated 16 June 2010 made between Andrew Haralambous and Eugenia Haralambous (1) and ABC Drugstores Limited (2))	N/A
The Pharmacy, Vancouver Road, Turnford, Broxborne, Hertfordshire, EN10 6FD	HD450836
Day Lewis Pharmacy, Langstone Way Surgery, Lidbury Square, Mill Hill, NW7 1GR	AGL317612

### **Resolution for Supplemental Deed**

At a Board Meeting of ABC Drug Stores Limited (Company Registered Number 02825947),

held on the 27 October! 2014 (date)

It was resolved:

- 1. THAT (after full and careful consideration of the terms of the Guarantee and Debenture to Barclays Bank PLC dated 16 August 2013 and the draft Supplemental Deed each produced to the meeting, the nature and scale of the additional security to be granted by the Company and the commercial and financial consequences, direct and indirect, of executing or declining to execute the Supplemental Deed so far as they affect the Company) it is in the best interests of, to the advantage and benefit of, and for the purposes of the business of, the Company to grant security over the Additional Property (as that term is defined in the Supplemental Deed) by entering into the Supplemental Deed
- 2. THAT the Supplemental Deed, in which the Company agrees to grant a first fixed charge over the Additional Property, be approved
- 3. THAT the Company execute the Supplemental Deed by affixing its common seal in the presence of one director and the company secretary who are hereby authorised to affix and attest the seal or, acting in accordance with all applicable statutory provisions, sign the Supplemental Deed as a deed.

Certified to be a true extract from the minutes of a meeting of the Board held on the above date



Chairman of the Meeting

Secretary of the Meeting

# This Release made this detection of the between (1) Barclays Bank PLC ('the Bank') and (2) the company named in the attached Supplemental Deed witnesses that the Bank releases the company from the charges created by the attached Supplemental Deed and all the Assets comprised in it. Executed by Barclays Bank PLC the day and year first above written Signed as a deed by ) as attorney of ) in the presence of )

WAS DELIVERED PURSUANT TO CHAPTER A1 PART 25

OF THE COMPANIES ACT 2006 ON

200

GIVEN AT COMPANIES HOUSE, CARDIFF THE

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE DATED

COMPANY NO

Pursuant to Chapter A1 Part 25 of the Companies

Act 2006

CERTIFICATE OF THE REGISTRATION OF A CHARGE

AND CREATED BY

里

for the Registrar of

Companies

The above copy of the Registrar's Certificate must be completed

N B

and the Certificate itself attached to this deed

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