

MR01

Particulars of a charge

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Oyez

A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is  
instrument Use form MR08

For further information, please  
refer to our guidance at



A32

\*A3KJ0TNN\*

12/11/2014

#269

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

WEDNESDAY

**1 Company details**

Company number 0 2 8 2 5 9 4 7

Company name in full ABC Drug Stores Limited

For official use

**Filing in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date 0 4 / 1 1 / 2 0 1 4

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name Barclays Bank PLC

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

1 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))

2 The Pharmacy, Vancouver Road, Turnford, Broxborne, Hertfordshire, EN10 6FD (title number HD450836)

3 Day Lewis Pharmacy, Langstone Way Surgery, Lidbury Square, Mill Hill, NW7 1GR (title number AGL171653)

5

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

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

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

☒ No

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## Particulars of a charge

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### Trustee statement <sup>①</sup>

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

☐

<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06)

9

### Signature

Please sign the form here

Signature

Signature

X *Osborne Clarke* X

This form must be signed by a person with an interest in the charge

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered 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 to the company's Registered Office address.

Contact name

Company name

Osborne Clarke (ref RLS/0997593)

Address

Apex Plaza

Forbury Rd

Reading

Post town

County/Region

Postcode

R G I I A X

Country

DX

DX 117882 Reading Apex Plaza

Telephone

0118 925 2112



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



### Important information

**Please note that all information on this form will appear on the public record**



### How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper**

Make cheques or postal orders payable to 'Companies House'



### Where to send

**You may return this form to any Companies House 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

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



FILE COPY

## 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.

DX

Given at Companies House, Cardiff on 18th November 2014



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 06 day of November 2014

Signed

Osborne Clarke

Apex Plaza

Forbury Road

Reading

Berkshire

RG1 1AX

*Osborne Clarke*

## Supplemental deed relating to Additional Land

To Barclays Bank plc

This supplemental deed is made on 4 NOVEMBER 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

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

OC reference 19480625.1

Extranet – September 2009



## 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
- 1.2 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 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) 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")
- 3.2 References in the Principal Deed to "Land" shall be construed so as to extend to and include the Additional Land
- 3.3 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

- 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. 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.

Signed for Barclays Bank PLC



Executed as a deed by ABC Drug Stores Limited

\_\_\_\_\_ Director

\_\_\_\_\_ Witness

(if sole signatory only)

\_\_\_\_\_ 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. 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.

Signed for Barclays Bank PLC

Executed as a deed by ABC Drug Stores Limited

[Redacted Signature]

Director

Witness

(If sole signatory only)

[Redacted Signature]

Director/Secretary

Company's Registered Number 02825947

**Schedule to the supplemental deed dated 4 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                      day

of  
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                      )

Barclays Bank PLC                      )

in the presence of                      )

)

)

# **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Pursuant to Chapter A1 Part 25 of the Companies  
Act 2006

COMPANY NO

THE REGISTRAR OF COMPANIES FOR ENGLAND AND  
WALES HEREBY CERTIFIES THAT A CHARGE DATED  
THE                      200                      AND CREATED BY

WAS DELIVERED PURSUANT TO CHAPTER A1 PART 25  
OF THE COMPANIES ACT 2006 ON                      200

GIVEN AT COMPANIES HOUSE, CARDIFF THE  
200

for the Registrar of  
Companies

N B                      The above copy of the Registrar's Certificate must be completed  
and the Certificate itself attached to this deed