



Registration of a Charge

Company name: **ABC DRUG STORES LIMITED**

Company number: **02825947**



X4JFGNDK

Received for Electronic Filing: **04/11/2015**

Details of Charge

Date of creation: **30/10/2015**

Charge code: **0282 5947 0115**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **THE LEASEHOLD PROPERTY KNOWN AS 520 ROMAN ROAD, LONDON E3 5ES DEMISED UNDER A LEASE DATED ON OR ABOUT 20 OCTOBER 2015 MADE BETWEEN (1) GILLIAN THORPE, (2) ABC AND (3) DAY LEWIS PLC FOR A TERM OF 15 YEARS FROM 25 JANUARY 2016 AND EXPIRING ON 25 JANUARY 2031 AND ALL BUILDINGS, ERECTIONS, STRUCTURES, FIXTURES AND FITTINGS ON THE SUBSTITUTED PROPERTY FROM TIME TO TIME.**

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 0115

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th October 2015 and created by ABC DRUG STORES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th November 2015 .

Given at Companies House, Cardiff on 5th November 2015

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

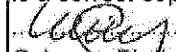


Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

We certify that, save for the material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument

 30.10.15
Osborne Clarke Date
Apex Plaza, Forbury Road, Reading RG1 1AX

Deed of Substituted Security

between

- (1) Barclays Bank PLC
- (2) ABC Drug Stores Limited

Dated 30 October 2015

Osborne Clarke

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This Deed is made on

30 October

2015

Between:

- (1) Barclays Bank PLC (the "Lender"); and
- (2) ABC Drug Stores Limited (registered in England and Wales with company number 02825947) ("ABC").

Background:

ABC and the Lender entered into the Original Security Document under which the Released Property was mortgaged by ABC to the Lender by way of first legal mortgage for the payment and discharge of all monies and other obligations and liabilities that ABC covenanted to pay to the Lender under the Original Security Document or otherwise secured by it.

ABC and the Lender have agreed that the Released Property shall be released from the Original Security Document and that the Substituted Property shall be substituted as security in place of the Released Property according to the terms of this deed.

This deed is supplemental to the Original Security Document.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"**Original Security Document**" means the guarantee and debenture dated 16 August 2013 granted by ABC and others in favour of the Lender.

"**Released Property**" means the leasehold property known as 520 Roman Road, London E3 5ES, registered with title number EGL502414 and all buildings, erections, structures, fixtures and fittings on the Released Property from time to time.

"**Security Interest**" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"**Substituted Property**" means the leasehold property known as 520 Roman Road, London E3 5ES demised under a lease dated on or about 20 October 2015 made between (1) Gillian Thorpe, (2) ABC and (3) Day Lewis plc for a term of 15 years from 25 January 2016 and expiring on 25 January 2031 and all buildings, erections, structures, fixtures and fittings on the Substituted Property from time to time.

- 1.2 Save where a term is defined in Clause 1.1, the terms defined in the Original Security Document shall have the same meaning when used in this deed.
- 1.3 Unless the context otherwise requires, references in the Original Security Document to "this deed" shall be to the Original Security Document as amended by this deed.
- 1.4 Clause headings shall not affect the interpretation of this deed.

- 1.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality), and that person's personal representatives, successors and permitted assigns.
- 1.6 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.10 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 A reference in this deed to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other document or deed as amendment, varied, supplemented or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.15 References to clauses are to the clauses of this deed.
- 1.16 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Original Security

- 2.1 This deed is supplemental to the Original Security Document by which the Released Property was mortgaged by ABC to the Lender to secure payment and discharge to the Lender of all monies and other obligations and liabilities to which the Original Security Document refers.
- 2.2 The benefit of the Security Interests created by the Original Security Document are vested in the Lender.
- 2.3 ABC represents and warrants that it is registered at the Land Registry as the registered proprietor of the Substituted Property with title absolute.

3. Release

In consideration of the security created by Clause 4.1, the Lender absolutely, irrevocably and unconditionally releases the Security Interests created by ABC over the Released Property under the Original Security Document.

4. Substituted Security

- 4.1 In consideration of the release contained in Clause 3, ABC, with full title guarantee, charges to the Lender by way of first legal mortgage, the Substituted Property as continuing security for

the payment and discharge of all monies and other obligations and liabilities secured by the Original Security Document so that all the provisions in the Original Security Document shall apply to the Substituted Property as if the Substituted Property had been mortgaged by the Original Security Document.

- 4.2 ABC confirms, acknowledges and agrees that the Original Security Document ranks as continuing security for the payment and discharge of the secured liabilities referred to in Clause 4.1, including, without limitation, all present and future monies, obligations and liabilities owed by ABC to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity under, or in connection with, this deed and the Substituted Property.

5. Registration at the Land Registry

- 5.1 Within five Business Days of the date of this deed, the Lender shall deliver to ABC or the ABC's solicitor:

- (a) the original counterpart of this deed; and
- (b) an original executed DS1 relating to the release of the Released Property from the Original Security Document.

- 5.2 Within five Business Days of the date of this deed ABC shall apply to the Land Registry:

- (a) to remove the entry and any restrictions relating to the Original Security Document from the registered title to the Released Property; and
- (b) to register the deed of substituted security, note the Lender's obligation to make further advances and register a restriction in form P against the registered title to the Substituted Property.

- 5.3 As soon as is reasonably possible, ABC shall give to the Lender official copies of the registered title to the Substituted Property showing that the registrations referred to in Clause 5.2(b) have been properly and correctly entered against the registered title to the Substituted Property.

6. Continuity

Subject to the release contained in Clause 3 and save as amended by this deed, the provisions of the Original Security Document and all other security, rights and remedies held by the Lender shall continue in full force and effect. The Original Security Document shall be read and construed as one document with this deed.

7. Costs

- 7.1 ABC shall:

- (a) within three Business Days of demand, pay to the Lender the amount of all costs and expenses (including legal and out-of-pocket expenses) reasonably incurred by the Lender in connection with the negotiation, preparation, execution and perfection of this deed and the DS1 referred to in Clause 5.1(b);
- (b) on demand, pay to the Lender the amount of all costs and expenses (including legal and out-of-pocket expenses) incurred by the Lender in connection with enforcing, preserving any rights under, or monitoring the provisions of this deed; and
- (c) pay and, within three Business Days of demand, indemnify the Lender against any cost, loss or liability the Lender incurs in relation to all stamp, documentary, registration and other similar fees or taxes payable in respect of this deed and the DS1 referred to in Clause 5.1(b).

8. Counterparts

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.

9. Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.

10. Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Lender to take proceedings against ABC in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This agreement has been entered into on the date stated at the beginning of it.

Signature page

The Lender

SIGNED as a DEED for and on behalf of
BARCLAYS BANK PLC
acting by its duly authorised signatory
Alan Swetman, Relationship Director
In the presence of:

)
)
)

.....
Authorised signatory

Signature of witness:

Name:

Address:

Occupation:

ABC

EXECUTED as a DEED for and on behalf of
ABC DRUG STORES LIMITED
acting by:

....., a Director

.....
Signature of Director

In the presence of:

Signature of witness:

Name:

Address:

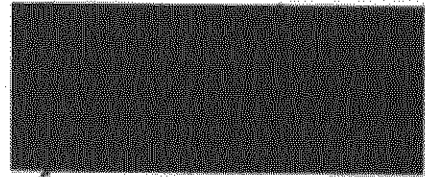
Occupation:

Signature page

The Lender

SIGNED as a DEED for and on behalf of
BARCLAYS BANK PLC
acting by its duly authorised signatory
[redacted] Relationship Director
in the presence of:

)
)
)



Authorised signatory

Signature of witness: [redacted]

Name: [redacted]

Address: [redacted]
[redacted]
[redacted]

Occupation: [redacted]

ABC

EXECUTED as a DEED for and on behalf of
ABC DRUG STORES LIMITED
acting by:

[redacted], a Director

in the presence of:

Signature of witness:

Name:

Address:

Occupation:

Signature of Director