



Registration of a Charge

Company name: **ABC DRUG STORES LIMITED**

Company number: **02825947**



X910IASZ

Received for Electronic Filing: **17/03/2020**

Details of Charge

Date of creation: **16/03/2020**

Charge code: **0282 5947 0128**

Persons entitled: **NATWEST MARKETS PLC AS SECURITY AGENT**

Brief description: **3 STOMPITS ROAD, HOLYPORT, BERKSHIRE, SL6 2LA, THE UNREGISTERED LEASE DATED 17 JANUARY 2020 AND MADE BETWEEN (1) IAN STUART DODWELL AND JUDITH CAROLYN WESCOTT AND JAMES STUART DODWELL AND (2) ABC DRUG STORES LIMITED TO BE REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER BK506271. PLEASE REFER TO THE SUPPLEMENTAL DEBENTURE FOR MORE INFORMATION.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **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 0128

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th March 2020 and created by ABC DRUG STORES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th March 2020 .

Given at Companies House, Cardiff on 18th March 2020

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 EXECUTION VERSION
17 March 2020

Signed 



Osborne Clarke LLP

Supplemental Debenture

One London Wall

The Supplemental Debenture is made on 16 March 2020

London

Between:

- EC2Y 5E
- (1) The entities listed in Schedule 1 (the "**Chargors**"); and
 - (2) **NatWest Markets Plc** as agent and trustee for the Secured Parties (the "**Security Agent**").

Background

- (A) Pursuant to the Original Security (as defined below), the Chargors created Security over all of their assets for, amongst other things, their 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 Security (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 1(a); and
- (c) the Related Rights arising in relation to any of the assets described in paragraphs 1(a) and 1(b).

"Original Security" means:

- (a) the debenture between amongst others (1) Day Lewis Plc and (2) the Security Agent dated 17 February 2016 (the "**Original Debenture**"); and
- (b) the accession deed between amongst others (1) ABC Drug Stores Limited and (2) the Security Agent dated 18 February 2016.

2. 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

EXECUTION VERSION

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.

3. **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.

4. **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.

5. **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.

6. **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.

7. **Security Assets**

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

8. **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".

9. **Continuation**

9.1 Except insofar as supplemented hereby, the Original Security will remain in full force and effect.

9.2 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 them) under the Original Security.

EXECUTION VERSION

9.3 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.

9.4 This Supplemental Debenture is designated as a Finance Document.

10. **Governing law**

This Supplemental Debenture and any non-contractual obligations arising out of or in connection with it are governed by English law.

11. **Jurisdiction**

11.1 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").

11.2 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.

11.3 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 Chargor

Name of Chargor	Jurisdiction of incorporation/formation (if applicable)	Registration number (if any)
Day Lewis Plc	England and Wales	01202866
ABC Drug Stores Limited	England and Wales	02825947
Day Lewis Medical Limited	England and Wales	01904504

Schedule 2
Additional Property

Chargor	Short Description of Additional Property	Title Number (if registered)
Day Lewis Plc	Ground Floor, 52 Collier Row Lane, Romford, RM5 3BB	The unregistered lease dated 4 March 2020 and made between (1) Vijay Vasu and (2) Day Lewis Plc to be registered at the Land Registry under title number BGL155847
ABC Drug Stores Limited	3 Stompits Road, Holyport, Berkshire, SL6 2LA	The unregistered lease dated 17 January 2020 and made between (1) Ian Stuart Dodwell and Judith Carolyn Wescott and James Stuart Dodwell and (2) ABC Drug Stores Limited to be registered at the Land Registry under title number BK506271
Day Lewis Medical Limited	Unit 3 Peterwood Way, Croydon, CR0 4UQ	SGL731112
Day Lewis Medical Limited	Unit 5 Peterwood Way, Croydon, CR0 4UQ	SGL734155

EXECUTION VERSION

Chargors

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

[Redacted Signature]

Name: JAYANTI PATEL.

Signature of witness:

[Redacted Signature]

Name of witness:

CLAIRE CREMINS

Address of witness:

[Redacted Address]

Occupation of witness: PA

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

[Redacted Signature]

Name: JAYANTI PATEL.

Signature of witness:

[Redacted Signature]

Name of witness:

CLAIRE CREMINS

Address of witness:

[Redacted Address]

Occupation of witness: PA

EXECUTION VERSION

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



Name: JAYANT PATEL.

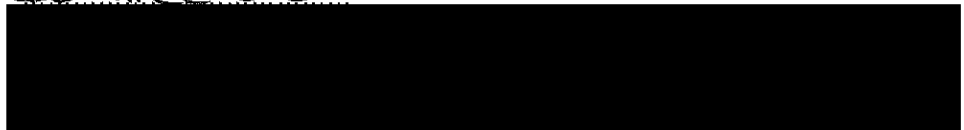
Signature of witness:



Name of witness:

CLAIRE CREMINS.

Address of witness:



Occupation of witness: PA.

EXECUTION VERSION

Security Agent

Executed as a Deed for and on behalf of
NatWest Markets Plc
acting by its attorney
in the presence of:

)
)
)
)

EMILY MASSEY
Name:
As attorney for NatWest Markets Plc

in the presence of:

Signature of witness:

Name:

GEORGE DEER

Address:

Syndicated Loans Agency
1 Hardman Boulevard
Manchester
M3 3AQ

Occupation:

BANKER