



Registration of a Charge

Company name: **ABC DRUG STORES LIMITED**

Company number: **02825947**



X9FL38OJ

Received for Electronic Filing: **13/10/2020**

Details of Charge

Date of creation: **09/10/2020**

Charge code: **0282 5947 0131**

Persons entitled: **LLOYDS BANK PLC AS SECURITY AGENT**

Brief description: **GROUND FLOOR SHOP, WALFORD HOUSE, BASINGSTOKE ROAD, SPENCERS WOOD, READING, THE UNREGISTERED LEASE DATED 23 JUNE 2020 AND MADE BETWEEN (1) SUKHWANT KAUR GILL AND (2) ABC DRUG STORES LIMITED TO BE REGISTERED AT LAND REGISTRY UNDER TITLE NUMBER BK508519. PLEASE SEE THE SUPPLEMENTAL DEBENTURE FOR FURTHER 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 0131

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th October 2020 and created by ABC DRUG STORES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th October 2020 .

Given at Companies House, Cardiff on 14th October 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 13 October 2020



Signed *Osborne Clarke LLP*

Osborne Clarke LLP

One London Wall

Execution Version

London

EC2Y 5EB

Supplemental debenture

- (1) **DAY LEWIS PLC** and certain of its subsidiaries
- (2) **LLOYDS BANK PLC** as Security Agent

Dated 9 October 2020

The Supplemental Debenture is made on 9 October

2020

Between:

- (1) The entities listed in Schedule 1 (the "Chargors"); and
- (2) LLOYDS BANK PLC as agent and security 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 (as defined in the Facilities Agreement).
- (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 (defined below) 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).

"Facilities Agreement" means the facilities agreement originally dated 17 February 2016 and made between, amongst others, (1) Day Lewis Plc as the parent, (2) Day Lewis Plc as original borrower, (3) the subsidiaries of Day Lewis Plc, together with Day Lewis Plc, as original guarantors, (4) Barclays Bank PLC, HSBC Bank plc, Lloyds Bank plc, Santander UK plc and The Royal Bank of Scotland plc as mandated lead arrangers, (5) the financial institutions listed therein as original lenders, (6) the entities listed therein as original hedge counterparties, (7) Barclays Bank PLC as documentation agent; (8) The Royal Bank of Scotland plc as agent of the other Finance Parties (as defined therein); and (9) The Royal Bank of Scotland plc as security trustee for the Secured Parties (as defined therein), as amended by an amendment and restatement agreement dated 4 September 2020 relating to the Facilities Agreement and entered into between, amongst others, (1) Day Lewis Plc as the parent, (2) the subsidiaries of Day Lewis Plc listed in Part 1A of Schedule 1 thereto as original borrowers, (3) the subsidiaries of Day Lewis Plc listed in Part 1B of Schedule 1 thereto as additional borrowers, (4) the subsidiaries of Day Lewis Plc listed in Part 2A of Schedule 1 thereto as original guarantors, (5) the subsidiaries of Day Lewis Plc listed in Parts 2B to 2F of Schedule 1 thereto as additional guarantors, (6) HSBC UK Bank PLC as mandated lead arranger and bookrunner (the

"Mandated Lead Arranger"), (7) the Mandated Lead Arranger, Lloyds Bank plc, Santander UK plc and National Westminster Bank plc as arrangers, (8) the financial institutions listed in Part 3 of Schedule 1 thereto as lenders, (9) the entities listed in Part 4 of Schedule 1 thereto as hedge counterparties, (9) HSBC UK Bank PLC as documentation agent, (10) Lloyds Bank plc as agent of the other Finance Parties (as defined therein) and (11) Lloyds Bank plc as security trustee for the Secured Parties (as defined therein) and as further amended, novated, supplemented, extended or restated from time to time.

"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 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.

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 Chargors

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

Schedule 2
Additional Property

Chargor	Short Description of Additional Property	Title Number (if registered)
Day Lewis Plc	Pharmacy Unit, Readesmoor Surgery, 29-31 West Street, Congleton, Cheshire East CW12 1JP	The unregistered lease dated 10 December 2019 and made between (1) Elizabeth Ann Carter, Stuart Alan Thomas, Sarah Percy and Jonathan Samuel Bamsley and (2) Readesmoor Healthcare LLP to be registered at HM Land Registry with title number CH690773
Day Lewis Plc	The Stable Block, Burton Medical Centre 123 Salisbury Road Burton, Christchurch BH23 7JN	The unregistered lease dated 3 July 2020 and made between (1) Dr R Jenkinson and Dr M Brewitt and (2) Day Lewis Plc to be registered at HM Land Registry under title number DT456176
Day Lewis Plc	45 Elmfield Way, Sanderstead, Surrey CR2 0EJ	The unregistered lease dated 30 July 2020 and made between (1) Daejan Investments Limited and (2) Day Lewis Plc to be registered at HM Land Registry under title number SY245285 SGL816214
ABC Drug Stores Limited	Ground Floor Shop, Walford House Basingstoke Road Spencers Wood, Reading	The unregistered lease dated 23 June 2020 and made between (1) Sukhwant Kaur Gill and (2) ABC Drug Stores Limited to be registered at HM Land Registry under title number BK508519

12/10/2020

Osborne Clarke LLP

12/10/2020

Osborne Clarke LLP

Chargors

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



Name: JAYANTIPATEL

Signature of witness:



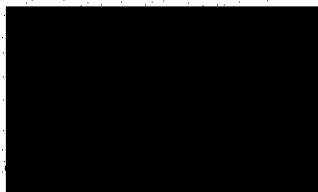
Name of witness: CHAIRE CREMINS

Address of witness:



Occupation of witness: PA

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



Name: JAYANTIPATEL

Signature of witness:



Name of witness: CHAIRE CREMINS

Address of witness:

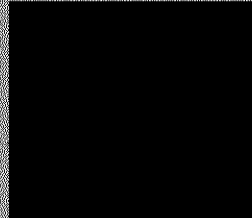


Occupation of witness: PA

Security Agent

Signed by *John TOGHER*
authorised signatory
for and on behalf of
LLOYDS BANK PLC

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Notice Details

Address: 3rd Floor, New Superior House, 11 Earl Grey Street, Edinburgh, EH3 9BN
Fax: N/A
Attention: Michael Easton