



Registration of a Charge

Company name: **ABC DRUG STORES LIMITED**

Company number: **02825947**



XA21VN0I

Received for Electronic Filing: **09/04/2021**

Details of Charge

Date of creation: **07/04/2021**

Charge code: **0282 5947 0132**

Persons entitled: **LLOYDS BANK PLC**

Brief description: **THE PROPERTY KNOWN AS GROUND FLOOR SHOP INCLUDING BASEMENT KNOWN AS 77 STOKE NEWINGTON ROAD, LONDON, N16 8AD WITH PROPOSED LAND REGISTRY TITLE NUMBER AGL521957.**

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 0132

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th April 2021 and created by ABC DRUG STORES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th April 2021 .

Given at Companies House, Cardiff on 12th April 2021

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 hereby certify that this is a true and accurate
copy of the original dated 9 March 2021

Signed: *Osborne Clarke LLP*
Osborne Clarke LLP
2 Temple Back East
Temple Quay
Bristol
BS1 6EG

Reference: YAK/1146886



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 **9 April 2021**

Signed *Osborne Clarke LLP*

Osborne Clarke LLP
One London Wall
London
EC2Y 5EB

Supplemental debenture

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

Dated 7 April 2021

The Supplemental Debenture is made on

7 April 2021

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**

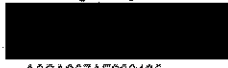
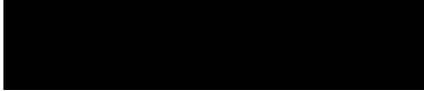
Name of Chargor	Jurisdiction of incorporation/formation (if applicable)	Registration number (if any)
Day Lewis Plc	England and Wales	01202866
ABC Drug Stores Limited	England and Wales	02825947

Schedule 2
Additional Property



Chargor	Short Description of Additional Property	Title Number (if registered)
Day Lewis Plc	82b High Street, Nailsea, BS48 1AS	ST270674
Day Lewis Plc	Unit 1, Portland Drive, Merstham, Redhill	SY839722
Day Lewis Plc	Unit 2 Sear House, Bye Street, Ledbury, HR8 2AA	The unregistered lease dated 16 February 2021 and made between (1) Malvair Properties Limited and (2) Day Lewis Plc to be registered at HM Land Registry under proposed title number HE67795
Day Lewis Plc	19b Wood Lane, Sonning Common, Reading RG4 9SJ	The unregistered lease dated 18 December 2020 and made between (1) Pamela Joan Brewer and (2) Day Lewis Plc to be registered at HM Land Registry under proposed title number ON362755
ABC Drug Stores Limited	Ground floor shop including basement known as 77 Stoke Newington Road, London, N16 8AD	The unregistered lease dated 11 December 2020 and made between (1) Modernwest Limited and (2) ABC Drug Stores Limited to be registered at HM Land Registry under proposed title number AGL521957

Chargors

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

Signature of witness: 
Name of witness: Claire 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: Jayanti Patel



Signature of witness: 
Name of witness: Claire cremins
Address of witness: 
Occupation of witness: PA

Security Agent

Signed by LLOYDS BANK PLC
acting by its attorney in the presence of:

)
)
)
)
)

DocuSigned by:

7D405534B713482...
Jennifer Espiner

DocuSigned by:

Signature of witness: ...
Name of witness: **Michael Espiner**
Address of witness: 
Occupation of witness: **Fund Accountant**

Notice Details

Address: 3rd Floor, Fountainbridge Wing, New Ueberior House, 11 Earl Grey Street, Edinburgh,
EH3 9BN
Fax: N/A
Attention: Rachel Guthrie