



Registration of a Charge

Company name: **HEALTHCARE DRUGSTORES LIMITED**

Company number: **07264746**

Received for Electronic Filing: **08/09/2020**



X9D54XRM

Details of Charge

Date of creation: **04/09/2020**

Charge code: **0726 4746 0004**

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

Brief description:

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: **I 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: 7264746

Charge code: 0726 4746 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th September 2020 and created by HEALTHCARE DRUGSTORES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th September 2020 .

Given at Companies House, Cardiff on 9th September 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 8 September 2020

Signed *Osborne Clarke LLP*

EXECUTION VERSION

Osborne Clarke LLP

Supplemental debenture

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

Dated 4 September 2020

This Supplemental Debenture is made on 4 September 2020 2020

Between:

- (1) **THE ENTITIES** listed in Schedule 1 (*The Chargors*) (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 Original Facilities Agreement (as defined below) and the other Finance Documents (as defined in the Original Facilities Agreement).
- (B) Pursuant to the terms of an agent resignation and appointment deed dated on or before the date of this Supplemental Debenture (1) The Royal Bank of Scotland plc resigned as Agent and Lloyds Bank plc was appointed as Agent and (2) Natwest Markets plc resigned as Security Agent and Lloyds Bank plc was appointed as Security Agent (the "**Agent Resignation and Appointment Deed**").
- (C) The Chargors have agreed to amend the Original Facilities Agreement to amend and extend the terms of the facilities set out therein (as more fully set out in the Amended Facilities Agreement (as defined below)).
- (D) This Supplemental Debenture is supplemental to the Original Security (as defined below).

This Deed witnesses as follows:

1. **Definitions and interpretation**

1.1 **Definitions**

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:

"Amended Facilities Agreement" means the Original Facilities Agreement, as amended and restated by the amendment and restatement agreement entered into on or about the date of this Supplemental Debenture between amongst others certain of the Chargors and (1) Lloyds Bank plc (in its capacity as arranger, hedge counterparty, lender, agent and security agent), (2) National Westminster Bank PLC (in its capacity as arranger and lender), (3) HSBC UK Bank PLC (in its capacity as mandated lead arranger, book runner, lender, co-ordinating lender and documentation agent), (4) Santander UK plc (in its capacity as arranger, hedge counterparty and lender) and (5) HSBC Bank PLC, NatWest Markets plc and Lloyds Bank Corporate Markets plc as hedge counterparties, as the same may be further amended, novated, supplemented, extended or restated from time to time.

"Finance Documents" has the meaning given to such term in the Amended Facilities Agreement.

"Original Security" means:

- (a) the debenture between (1) Day Lewis plc, Day Lewis Chemists Limited, Cradlecrest Limited, Tayzana Limited, Day Lewis Medical Limited and Leach and Burton Limited as original chargors and (2) Natwest Markets plc (formerly known as The Royal Bank of Scotland plc) as agent and security trustee (since having been replaced by Lloyds Bank plc under the terms of the Agent Resignation and Appointment Deed) dated 17 February 2016 (the "**Original Debenture**");

- (b) the debenture accession deed between (1) Healthcare Drugstores Limited, H. Carson Limited, Community Stores Limited and ABC Drug Stores Limited as acceding chargors and (2) Natwest Markets plc (formerly known as The Royal Bank of Scotland plc) as agent and security trustee (since having been replaced by Lloyds Bank plc under the terms of the Agent Resignation and Appointment Deed) dated 18 February 2016 (the **"February 2016 Accession Deed"**);
- (c) the debenture accession deed between (1) Narrowcliff Medical Services Ltd and S.Kaye & Son Limited as acceding chargors and (2) Natwest Markets plc (formerly known as The Royal Bank of Scotland plc) as agent and security trustee (since having been replaced by Lloyds Bank plc under the terms of the Agent Resignation and Appointment Deed) dated 23 January 2017 (the **"January 2017 Accession Deed"**);
- (d) the debenture accession deed between (1) Day Lewis Properties Limited as acceding chargor and (2) Natwest Markets plc (formerly known as The Royal Bank of Scotland plc) as agent and security trustee (since having been replaced by Lloyds Bank plc under the terms of the Agent Resignation and Appointment Deed) dated 27 February 2017 (the **"February 2017 Accession Deed"**);
- (e) the debenture accession deed between (1) APM Healthcare Limited and Community Pharmacies (UK) Limited as acceding chargors and (2) Natwest Markets plc (formerly known as The Royal Bank of Scotland plc) as agent and security trustee (since having been replaced by Lloyds Bank plc under the terms of the Agent Resignation and Appointment Deed) dated 23 January 2018 (the **"January 2018 Accession Deed"**); and
- (f) the debenture accession deed between (1) East Midlands Pharma Limited and Harlequin BPI Ltd as acceding chargors and (2) Natwest Markets plc (formerly known as The Royal Bank of Scotland plc) as agent and security trustee (since having been replaced by Lloyds Bank plc under the terms of the Agent Resignation and Appointment Deed) dated 26 September 2019 (the **"September 2019 Accession Deed"**).

"Original Facilities Agreement" means the senior facilities agreement dated 17 February 2016 and made between, amongst others, (1) Natwest Markets plc (formerly known as The Royal Bank of Scotland plc) (in its capacity as, security agent (since having been replaced by Lloyds Bank plc under the terms of the Agent Resignation and Appointment Deed), mandated lead arranger and bookrunner), (2) The Royal Bank of Scotland plc (in its capacity as agent (since having been replaced by Lloyds Bank plc under the terms of the Agent Resignation and Appointment Deed)) (3) National Westminster Bank plc (in its capacity as hedge counterparty and lender), (4) Barclays Bank PLC (in its capacity as documentation agent (since having been replaced by HSBC UK Bank PLC), mandated lead arranger, bookrunner, hedge counterparty and lender), (5) HSBC Bank PLC, Lloyds Bank plc and Santander UK plc (each in their capacities as mandated lead arranger, bookrunner, hedge counterparty and lender) and (5) the Obligors (as defined therein), as the same may be amended, novated, supplemented, extended or restated from time to time.

"Secured Liabilities" means all present and future liabilities and obligations at any time due, owing or incurred by each Chargor to any Secured Party under the Amended Facilities Agreement and each other Finance Document, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

1.2 **Construction**

- (a) Unless a contrary intention appears, sub-clause 1.2 (*Construction*) of the Original Debenture 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.

1.3 **Conflict of terms**

To the extent that there is any express conflict and/or contradiction and/or inconsistency between the terms of this Deed and the terms of the Amended Facilities Agreement, the terms of the Amended Facilities Agreement shall prevail and in such circumstances compliance with the terms of the Amended Facilities Agreement shall be deemed to be compliance in full with the conflicting and/or contradictory and/or inconsistent terms of this Deed.

1.4 **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.

1.5 **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.

1.6 **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.

1.7 **Trusts**

- (a) The Security Agent holds the benefit of this Supplemental Debenture on trust for the Secured Parties in accordance with the terms of clause 17 (*The Security Agent*) of the Intercreditor Agreement.
- (b) The perpetuity period for any trusts created by this Supplemental Debenture is 125 years.

1.8 **Original Security**

- (a) Where this Supplemental Debenture purports to create a first fixed Security over an asset which is already subject to Security under the Original Security, then the Security created by this Supplemental Debenture will be second ranking Security ranking subject to the equivalent Security created by the Original Security until such time as the Security created by the Original Security ceases to have effect.
- (b) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security and the same asset is expressed to be assigned again under this Supplemental Debenture, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant Security created by the Original Security ceases to have effect at a time when this Supplemental Debenture still has effect.

2. **Security Assets**

- 2.1 Supplemental to clause 3 (*Security Assets*) of the Original Debenture and with full title guarantee, each of the Chargors, as security for the payment of the Secured Liabilities:

- (a) charges by way of first legal mortgage, each Property;

- (b) charges by way of first fixed charge in favour of the Security Agent the following assets from time to time owned by it or in which it has an interest:
 - (i) all Property not effectively mortgaged under sub-clause 2.1(a);
 - (ii) all fixed and permanent Plant and Machinery;
 - (iii) all Plant and Machinery not effectively charged under sub-clause 2.1(b)(ii);
 - (iv) all Shares;
 - (v) all Debts;
 - (vi) all Blocked Accounts;
 - (vii) all Other Accounts;
 - (viii) all Investments;
 - (ix) all Intellectual Property Rights;
 - (x) any VAT which it is entitled to recover and any other tax refund, rebate or repayment and any sums so received;
 - (xi) any Charged Agreement;
 - (xii) its goodwill and uncalled capital; and
 - (xiii) if not effectively assigned by way of security pursuant to sub-clause 2.1(c), all its rights and interests in (and claims under) the assets described in sub-clause 2.1(c).
- (c) assigns to the Security Agent by way of security, all its rights title and interest in:
 - (i) all Insurances and Insurance Proceeds;
 - (ii) each Assigned Contract;
 - (iii) any Hedging Agreement; and
 - (iv) all Related Rights in respect of each of the above; and
- (d) charges by way of floating charge in favour of the Security Agent, all its undertaking and all its present and future assets other than those assets which are effectively charged by way of fixed charge or legal mortgage under sub-clause 2.1(a) or 2.1(b) or which are effectively assigned by way of security under sub-clause 2.1(c).

2.2 The floating charge created by sub-clause 2.1(d) (*Security Assets*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

2.3 Sub-clauses 3.4 to 3.6 of the Original Debenture apply to the floating charge created by sub-clause 2.1(d) (*Security*).

3. **Incorporation**

3.1 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"**.

- 3.2 Without prejudice to the generality of clause 4.1(d) of the Original Debenture, each Chargor expressly confirms that it intends that the Security constituted by this Supplemental Debenture shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Secured Liabilities as a result of the amendment and/or restatement of the Amended Facilities Agreement and/or any of the other Finance Documents and/or any additional facility or amount which is made available under any of the Finance Documents for the purposes of or in connection with any of the following: business or property acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

4. **Continuation**

- 4.1 Except insofar as supplemental hereby, the Original Security will remain in full force and effect.
- 4.2 Each of the Chargors agrees that the execution of this Supplemental Debenture shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Security.
- 4.3 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.
- 4.4 This Supplemental Debenture is a Transaction Security Document and a Finance Document.

5. **Governing law**

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

6. **Jurisdiction**

- 6.1 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"**).
- 6.2 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.
- 6.3 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	Original Jurisdiction	Registration number (or equivalent, if any)
Day Lewis plc	England and Wales	01202866
Day Lewis Chemists Limited	England and Wales	01586170
Cradlecrest Limited	England and Wales	01612286
Tayzana Limited	England and Wales	02022221
Day Lewis Medical Limited	England and Wales	01904504
Leach and Burton Limited	England and Wales	02302184
Day Lewis Properties Limited	England and Wales	10509005
Healthcare Drugstores Limited	England and Wales	07264746
Community Stores Limited	England and Wales	07066644
ABC Drug Stores Limited	England and Wales	02825947
Narrowcliff Medical Services Ltd	England and Wales	07372866
APM Healthcare Limited	England and Wales	06889809
Community Pharmacies (UK) Limited	England and Wales	06912826
East Midlands Pharma Limited	England and Wales	05365532
Harlequin BPI Ltd	England and Wales	08132968

Signatories to Supplemental Debenture

Chargors

Executed and Delivered as a Deed)
by Day Lewis plc)
acting by two directors:)
)

[Redacted Signature]

.....

Director
[Redacted Signature]

Director

Address for notices:

Address: [Redacted Address]

Attention: Tony Marcham

Executed and Delivered as a Deed)
by Day Lewis Chemists Limited)
acting by a director and its secretary)
)

[Redacted Signature]

Director

[Redacted Signature]

Secretary

Address for notices:

Address: [Redacted Address]

Attention: Tony Marcham

Executed and Delivered as a Deed
by **Cradlecrest Limited**
acting by a director and its secretary

)
)
)
)

[Redacted Signature]

.....

Director

[Redacted Signature]

.....

Secretary

Address for notices:

Address: [Redacted Address]

Attention: Tony Marcham

Executed and Delivered as a Deed
by **Tayzana Limited**
acting by a director and its secretary

)
)
)
)

[Redacted Signature]

Director

[Redacted Signature]

Secretary

Address for notices:

Address: [Redacted Address]

Attention: Tony Marcham

Executed and **Delivered** as a **Deed**)
by **Day Lewis Medical Limited**)
acting by a director and its secretary)
)

[Redacted Signature]

Director

[Redacted Signature]

Secretary

Address for notices:

Address: [Redacted Address]

Attention: Tony Marcham

Executed and **Delivered** as a **Deed**)
by **Leach and Burton Limited**)
acting by a director and its secretary)
)

[Redacted Signature]

Director

[Redacted Signature]

Secretary

Address for notices:

Address: [Redacted Address]

Attention: Tony Marcham

Executed and Delivered as a Deed)
by **Day Lewis Properties Limited**)
acting by two directors:)
)

[Redacted Signature]

.....

Director
[Redacted Signature]

Director

Address for notices:

Address: [Redacted Address]

Attention: Tony Marcham

Executed and Delivered as a Deed)
by **Healthcare Drugstore Limited**)
acting by a director and its secretary:)
)

[Redacted Signature]

Director

[Redacted Signature]

Secretary

Address for notices:

Address: [Redacted Address]

Attention: Tony Marcham

Executed and **Delivered** as a **Deed**
by **Community Stores Limited**
acting by a director and its secretary:

)
)
)
)

[Redacted Signature]

Director

[Redacted Signature]

Secretary

Address for notices:

Address: [Redacted Address]

Attention: Tony Marcham

Executed and **Delivered** as a **Deed**
by **ABC Drug Stores Limited**
acting by a director and its secretary:

)
)
)
)

[Redacted Signature]

Director

[Redacted Signature]

Secretary

Address for notices:

Address: [Redacted Address]

Attention: Tony Marcham

Executed and **Delivered** as a **Deed**)
by **Narrowcliff Medical Services Limited**)
acting by a director and its secretary:)
)

[Redacted Signature]

.....

Director

[Redacted Signature]

Secretary

Address for notices:

Address: [Redacted Address]

Attention: Tony Marcham

Executed and **Delivered** as a **Deed**)
by **APM Healthcare Limited**)
acting by two directors:)
)

[Redacted Signature]

.....

Director

[Redacted Signature]

.....

Director

Address for notices:

Address: [Redacted Address]

Attention: Tony Marcham

Executed and Delivered as a Deed)
by **Community Pharmacies (UK) Limited**)
acting by two directors:)
)

[Redacted Signature]

Director

[Redacted Signature]

Director

Address for notices:

Address: [Redacted Address]

Attention: Tony Marcham

Executed and Delivered as a Deed)
by **East Midlands Pharma Limited**)
acting by a director and its secretary:)
)

[Redacted Signature]

Director

[Redacted Signature]

.....

Secretary

Address for notices:

Address: [Redacted Address]

Attention: Tony Marcham

Executed and **Delivered** as a **Deed**)
by **Harlequin BPI Ltd**)
acting by two directors:)
)

[Redacted Signature]

Director

[Redacted Signature]

.....

Director

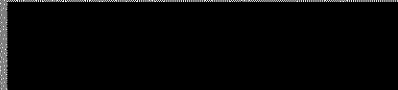
Address for notices:

Address: [Redacted Address]

Attention: Tony Marcham

Security Agent

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



Notice Details

Address



Fax:

N/A

Attention:

Michael Easton