



Registration of a Charge

Company name: **WYEVALE GARDEN CENTRES HOLDINGS LIMITED**

Company number: **01972554**



X55P52YG

Received for Electronic Filing: **26/04/2016**

Details of Charge

Date of creation: **22/04/2016**

Charge code: **0197 2554 0028**

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

Brief description: **LECHLADE GARDEN CENTRE, WARRENS CROSS, LECHLADE, GL7 3DP -
TITLE NO.: GR376604.**

Contains fixed charge(s).

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:

ASHURST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1972554

Charge code: 0197 2554 0028

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd April 2016 and created by WYEVALL GARDEN CENTRES HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th April 2016 .

Given at Companies House, Cardiff on 27th April 2016

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**



Supplemental Legal Mortgage

Wyevale Garden Centres Holdings Limited

as Charging Company

and

Lloyds Bank plc

as Security Agent

Note: the application of recoveries under this security instrument is regulated by the terms of the Intercreditor Agreement

22 April 2016

CONTENTS

CLAUSE	PAGE
1. INTERPRETATION AND CONSTRUCTION.....	1
2. CHARGING CLAUSE.....	1
3. INCORPORATION	1
4. LAND REGISTRY	2
5. CONTINUATION	2
6. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS	2
7. FINANCE DOCUMENT.....	2
8. GOVERNING LAW AND JURISDICTION	2
SCHEDULE	4
The Property	4

THIS DEED is made on **22** April 2016

BETWEEN:

- (1) **WYVALE GARDEN CENTRES HOLDINGS LIMITED** (a company incorporated in England and Wales with registered number 01972554) (the "**Charging Company**"); and
- (2) **LLOYDS BANK PLC** as security trustee for itself and the other Secured Parties (the "**Security Agent**", which expression shall include any person from time to time appointed as a successor, replacement or additional trustee in relation to the interests created by this deed).

RECITALS:

- (A) This deed is supplemental to a debenture originally dated 24 March 2012 (as amended and supplemented from time to time) (the "**Original Debenture**") between, amongst others, the Charging Company and the Security Agent.
- (B) The Charging Company has acquired the property specified in the schedule to this deed (the "**Property**") and is required to enter into this deed by clause 5 (Further Assurance) of the Original Debenture.
- (C) This deed is supplemental to the Original Debenture and it is intended that it takes effect as a deed notwithstanding the fact that a party may only execute it under hand.

THE PARTIES AGREE as follows:

1. INTERPRETATION AND CONSTRUCTION

- 1.1 Words and expressions defined in the Original Debenture and in the Senior Facilities Agreement (itself defined in the Original Debenture) have, unless expressly defined in this deed or the context requires otherwise, the same meaning in this deed.
- 1.2 The provisions of clause 1.2 (Construction) of the Original Debenture apply to this deed as though they were set out in full in this deed except that references to the Original Debenture are to be construed as references to this deed.

2. CHARGING CLAUSE

- 2.1 The Charging Company, as security for the payment of the Indebtedness, charges in favour of the Security Agent with full title guarantee and by way of first legal mortgage, all of its right title and interest in the Property.
- 2.2 The Charging Company confirms that, by the terms of the Original Debenture it has charged in favour of the Security Agent by way of fixed charge all other interests in the Property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land, as they relate to the Property.

3. INCORPORATION

- 3.1 Subject to clause 6 (Negative Pledge and Disposal Restrictions) below, the provisions of clause 5 (Further Assurance) to clause 24 (Miscellaneous) (both inclusive) of the Original Debenture shall be deemed to be incorporated into this deed with all necessary modifications as if they were set out in full in this deed and references in the Original Debenture to "a Charging Company" shall be deemed to be references to the Charging Company.

- 3.2 References in the Original Debenture to **"this deed"**, **"hereof"**, **"hereunder"** and expressions of similar import shall be deemed to be references to the Original Debenture (as amended and supplemented by this deed) and to this deed.

4. **LAND REGISTRY**

- 4.1 The Charging Company hereby irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of the Property on the prescribed Land Registry form and in the following or substantially similar terms:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [**date**] in favour of [**●**] (as security agent) referred to in the charges register. "

- 4.2 Subject to the terms of the Senior Facilities Agreement, the Lenders are under an obligation to make further advances (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. The Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of the Property (including where subject to compulsory first registration at the date of this deed) that there is an obligation to make further advances on the security of the registered charge.

- 4.3 The Charging Company certifies that the security created by this deed does not contravene any of the provisions of its articles of association or equivalent documents of incorporation.

5. **CONTINUATION**

- 5.1 The Original Debenture will remain in full force and effect as supplemented by this deed. From the date of this deed, the Original Debenture and this deed shall be read and construed together.
- 5.2 This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or right which the Security Agent and/or any other Secured Party may now or after the date of this deed hold for any of the Indebtedness.

6. **NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

The Charging Company shall not create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Property except as permitted by and in accordance with the Senior Facilities Agreement, which for the avoidance of doubt, includes any security created under the Original Debenture.

7. **FINANCE DOCUMENT**

This document is hereby designated as a Senior Finance Document.

8. **GOVERNING LAW AND JURISDICTION**

- (a) This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a **"Dispute"**).

- (c) The parties to this deed 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.

THIS DEED has been entered into as a deed on the date stated at the beginning of this deed.

SCHEDULE

The Property

County and District (or London Borough)	Address or description	Title No:
Gloucestershire	Lechlade Garden Centre, Warrens Cross, Lechlade, GL7 3DP	GR376604

SIGNATORIES

Executed as a deed by)
WYEVALE GARDEN CENTRES)
HOLDINGS LIMITED acting by a director)
in the presence of:)

Signature of director ANTHONY JONES
Signature of witness
Name of witness ELIZABETH WARD
Address of witness WGC, SYON PARK, MIDDLESEX
Occupation of witness TW8 8JF

Notice Details

Address: WGC, SYON PARK, MIDDLESEX, TW8 8JF
Facsimile:
Attention: ELIZABETH WARD

The Security Agent

EXECUTED by
LLOYDS BANK PLC
Acting by its
authorised signatory

)
)
)
)
)