



Registration of a Charge

Company name: **GARDEN CENTRE PROPERTY DEVELOPMENT TRADING LIMITED**
Company number: **04118745**

Received for Electronic Filing: **08/02/2019**



Details of Charge

Date of creation: **06/02/2019**
Charge code: **0411 8745 0037**
Persons entitled: **LUCID TRUSTEE SERVICES LIMITED AS SECURITY TRUSTEE**
Brief description: **WINNERSH GARDEN CENTRE, 656 READING ROAD, WINNERSH, WOKINGHAM RG41 5HG - TITLE NO.: BK372974; COUNTRY HOMES & GARDENS GARDEN CENTRE, HENLEY ROAD, CAVERSHAM, READING - TITLE NO.: ON47638.**
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: **ASHURST LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4118745

Charge code: 0411 8745 0037

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th February 2019 and created by GARDEN CENTRE PROPERTY DEVELOPMENT TRADING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th February 2019 .

Given at Companies House, Cardiff on 11th February 2019

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

Security Accession Deed

THIS SECURITY ACCESSION DEED is made on 6 February 2019

BETWEEN:

- (1) The companies listed in schedule 1 (Acceding Companies) to this deed (each a "New Chargor"); and
- (2) Lucid Trustee Services Limited as security trustee for itself and the other Secured Parties (the "Security Agent").

RECITAL:

- (A) This deed is supplemental to a debenture dated 20 September 2017 between, inter alia, the Chargors named therein and Lloyds Bank plc as Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "Debenture").
- (B) Pursuant to a substitution deed dated 7 December 2018 between, inter alia, (1) Lloyds Bank plc, (2) Lucid Trustee Services Limited and (3) Lucid Agency Services Limited, Lloyds Bank plc assigned its rights as security trustee under the Debenture to Lucid Trustee Services Limited.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture have the same meaning when used in this deed.

1.2 Construction

Clause 1.2 (Construction) of the Debenture will be deemed to be set out in full in this deed, but as if references in that clause to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to Pay

Each New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Secured Obligations when they fall due for payment.

2.3 Fixed Charges

Each New Chargor, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of first legal mortgage, all Material Property (including as specified in schedule 2 (Material Property)); and
- (b) by way of first fixed charge:
 - (i) all other Interests (not effectively charged under clause 3.1(a)) in any Material 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;
 - (ii) all Subsidiary Shares (including as specified in schedule 3 (Subsidiary Shares));
 - (iii) all Investments (other than Subsidiary Shares);
 - (iv) all Material Intellectual Property (including as specified in schedule 4 (Material Intellectual Property));
 - (v) its goodwill and uncalled capital; and
 - (vi) to the extent not effectively assigned by clause 2.4 (Security Assignment):
 - (A) the Assigned Agreements;
 - (B) the Insurances; and
 - (C) the Hedging Agreements,

provided that each such charge shall exclude any asset and/or undertaking located in Scotland and/or governed by Scots law.

2.4 Security Assignment

- (a) As further security for the payment and discharge of the Secured Obligations, each New Chargor assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in the following assets, both present and future, and in each case, all Related Rights:
 - (i) the Assigned Agreements (including as specified in schedule 5 (Assigned Agreements));
 - (ii) the Insurances (including as specified in schedule 6 (Insurances)); and
 - (iii) the Hedging Agreements,

provided that:

- (i) each such assignment shall exclude any asset and/or undertaking located in Scotland and/or governed by Scots law; and

- (ii) on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of the relevant New Chargor re-assign the relevant rights, title and interest in the assigned assets to that New Chargor (or as it shall direct).
- (b) Until the occurrence of a Declared Default, but subject to clause 11 (Hedging Agreements and Assigned Agreements) of the Debenture, the relevant New Chargor may continue to deal with the counterparties to the relevant Assigned Agreements.

2.5 Fixed Security

Clause 2.3 (Fixed Charges) and clause 2.4 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

2.6 Floating Charge

As further security for the payment and discharge of the Secured Obligations each New Chargor charges with full title guarantee (and in respect of assets located in Scotland or otherwise governed by Scots law, absolute warrandice) in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of fixed charge under clause 2.3 (Fixed Charges) or assigned under clause 2.4 (Security Assignment) and whether or not so expressed to be charged or assigned, all its undertaking and assets, both present and future, located in or otherwise governed by the laws of Scotland.

3. INCORPORATION INTO DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed.

4. NOTICES

Each New Chargor confirms that its address details for notices in relation to clause 35.2 (Addresses) of the Senior Facilities Agreement are as set out opposite its name in Schedule 1 (Acceding Companies) to this Accession Deed.

5. LAW

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law.

IN WITNESS whereof this deed has been duly executed and delivered on the date first above written.

SCHEDULE 1

Acceding Companies

Acceding Company	Company Number	Notice Details
Podington Nurseries Limited	01560742	Address: Wyevale Garden Centres, Syon Park, Brentford, Middlesex TW8 8JF Attention: Company Secretary
Raglan Garden Centre Limited	02654884	Address: Wyevale Garden Centres, Syon Park, Brentford, Middlesex TW8 8JF Attention: Company Secretary
Wych Cross Nurseries Limited	01992811	Address: Wyevale Garden Centres, Syon Park, Brentford, Middlesex TW8 8JF Attention: Company Secretary
Golden Acres Nurseries Limited	03875158	Address: Wyevale Garden Centres, Syon Park, Brentford, Middlesex TW8 8JF Attention: Company Secretary
Golden Acres (Holdings) Limited	03045912	Address: Wyevale Garden Centres, Syon Park, Brentford, Middlesex TW8 8JF Attention: Company Secretary
Garden Centre Property Development Trading Limited	04118745	Address: Wyevale Garden Centres, Syon Park, Brentford, Middlesex TW8 8JF Attention: Company Secretary
WGC Trellis Holdco Limited	10214351	Address: Wyevale Garden Centres, Syon Park, Brentford, Middlesex TW8 8JF Attention: Company Secretary
Blooms Garden Centres Limited	03774067	Address: Wyevale Garden Centres, Syon Park, Brentford, Middlesex TW8 8JF Attention: Company Secretary
Bressingham Limited	07872957	Address: Wyevale Garden Centres, Syon Park, Brentford, Middlesex TW8 8JF Attention: Company Secretary

SCHEDULE 2

Material Property

New Chargor	County and District (or London Borough)	Title Number	Address as appears in the Property Register of the Official Copy of registered title
Raglan Garden Centre Limited	Monmouthshire	WA633921	Raglan Garden Centre Abergavenny Road, Raglan, Monmouthshire
Golden Acres Nurseries Limited	Hampshire	HP697608 HP777128	Cadnam Garden Centre, Southampton Road, Cadnam SO40 2NB
Golden Acres (Holdings) Limited	Hampshire	HP476185	Cadnam Nursery and Garden Centre, Southampton Road, Cadnam
Golden Acres (Holdings) Limited	Dorset	DT72503	John Brown's Garden Centre Ringwood Road, Three Legged Cross, Wimbourne BH21 6RD
Golden Acres (Holdings) Limited (Co. Regn. No. 03045912)	East Dorset	DT361984	Land and buildings to the south west of Ringwood Road, Three Legged Cross, Wimborne.
Garden Centre Property Development Trading Limited	Berkshire	BK372974	Winnersh Garden Centre, 656 Reading Road, Winnersh, Wokingham RG41 5HG
Garden Centre Property Development Trading Limited	Berkshire	ON47638	Country Homes & Gardens Garden Centre, Henley Road, Caversham, Reading
Wych Cross Nurseries Limited	East Sussex	ESX124408	Wych Cross Nurseries Ltd, Wych Cross, Forest Row RH18 5JW
Wych Cross Nurseries Limited	East Sussex	ESX339070	Land on the north and north east sides of Roebuck Hotel, Wych Cross, Forest Row RH18 5JL
Wych Cross Nurseries Limited	East Sussex	ESX357560	Land on the east side of Wych Cross Nurseries Ltd, Wych Cross, Forest Row RH18 5JW
Wych Cross Nurseries Limited	East Sussex	ESX358955	Land at Wych Cross Fruit Farm, Wych Cross, Forest Row

SCHEDULE 3

Subsidiary Shares

New Chargor	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Golden Acres (Holdings) Limited	Golden Acres Nurseries Limited	50,000 Ordinary shares	N/A
Bressingham Limited	Blooms Garden Centres Limited	1 Ordinary share	N/A

Ashurst LLP
on behalf of all parties

SCHEDULE 4

Intellectual Property

Charger	Country	Trade Mark	Application Number	Registration Number	Status	Renewal Date	Class(es)
Podington Nurseries Limited	UK		1548386	1548386	Registered	21-SEP-2020	31

SCHEDULE 5

Assigned Agreements

[None as the date of this deed]

SCHEDULE 6

Insurance Policies

Assigned Agreement	Date	Parties	Notice details of counterparty
Insurance policy with policy number 32/SZ/26221723/11 (Material Damage / Business Interruption)	1 November 2018 to 31 October 2019	The Garden Centre Group Ltd and Subsidiary Companies Allianz Insurance plc	Allianz Insurance plc 57 Ladymead, Guildford, Surrey, GU1 1DB
Insurance policy with policy number 32/BV/26220654/11 (Motor Fleet)	1 November 2018 to 31 October 2019	The Garden Centre Group Ltd and Subsidiary Companies Allianz Insurance plc	Allianz Insurance plc 57 Ladymead, Guildford, Surrey, GU1 1DB
Insurance policy with policy number CMCTR1891789 (Terrorism)	1 November 2018 to 31 October 2019	The Garden Centre Group Ltd and Subsidiary Companies Aon Underwriting Managers	Aon Underwriting Managers, Eastwood House, Glebe Road, Chelmsford, CM1 1QW
Insurance policy with policy number 76/NV/15994068/11 (Engineering Inspection)	1 November 2018 to 31 October 2019	The Garden Centre Group Ltd and Subsidiary Companies Aon Underwriting Managers	Allianz Engineering Haslemere Road, Liphook, Hampshire, GU30 7UN

SIGNATORIES TO DEED OF ACCESSION

The New Chargors

Executed as a deed by)
PODINGTON NURSERIES LIMITED:)
)
)

Signature of director

Name of director

Anthony Jones

Signature of witness

Name of witness

Laura Harrodine - Greene

Address of witness

Wyevale Garden Centres Ltd

Syon Park

Brentford

Middlesex

TW8 8JF

Occupation of witness

Executed as a deed by)
RAGLAN GARDEN CENTRE LIMITED:)
)
)

Signature of director

Name of director

Anthony Jones

Signature of witness

Name of witness

Laura Harrodine - Greene

Address of witness

Wyevale Garden Centres Ltd

Syon Park

Brentford

Middlesex

TW8 8JF

Occupation of witness

Executed as a deed by)
WYCH CROSS NURSERIES LIMITED:)
)
)

Signature of director

Name of director

Anthony Jones

Signature of witness

Name of witness

Laura Harrodine - Grease

Address of witness

Wyevalde Garden Centres Ltd
Syon Park
Brentford
Middlesex
TW8 8JF

Occupation of witness

Executed as a deed by)
GOLDEN ACRES NURSERIES LIMITED:)
)
)

Signature of director

Name of director

Anthony Jones

Signature of witness

Name of witness

Laura Harrodine - Grease

Address of witness

Wyevalde Garden Centres Ltd
Syon Park
Brentford
Middlesex
TW8 8JF

Occupation of witness

Executed as a deed by
GOLDEN ACRES (HOLDINGS)
LIMITED:

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)
)
)

Signature of director

Name of director

Anthony Jones

Signature of witness

Name of witness

Laura Harrodine - Grease

Address of witness

Wyevale Garden Centres Ltd
Syon Park
Brentford
Middlesex
TW8 8JF

Occupation of witness

Executed as a deed by
GARDEN CENTRE PROPERTY
DEVELOPMENT TRADING LIMITED:

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)
)
)

Signature of director

Name of director

Anthony Jones

Signature of witness

Name of witness

Laura Harrodine - Grease

Address of witness

Wyevale Garden Centres Ltd
Syon Park
Brentford
Middlesex
TW8 8JF

Occupation of witness

Executed as a deed by)
WGC TRELLIS HOLDCO LIMITED:)
)
)

Signature of director

Name of director

Anthony Jones

Signature of witness

Name of witness

Laura Harrodine-Greene

Address of witness

Wyevale Garden Centres Ltd
Syon Park
Brentford
Middlesex
TW8 8JF

Occupation of witness

Executed as a deed by)
BLOOMS GARDEN CENTRES LIMITED:)
)
)

Signature of director

Name of director

Anthony Jones

Signature of witness

Name of witness

Laura Harrodine-Greene

Address of witness

Wyevale Garden Centres Ltd
Syon Park
Brentford
Middlesex
TW8 8JF

Occupation of witness

Executed as a deed by
BRESSINGHAM LIMITED:

)
)
)
)

Signature of director

Name of director

Anthony Jones

Signature of witness

Name of witness

Laura Harradine - Greene

Address of witness

Wyevale Garden Centres Ltd
Syon Park
Brentford
Middlesex
TW8 8JF

Occupation of witness

The Security Agent

Signed for and on behalf of **LUCID**)
TRUSTEE SERVICES LIMITED:)
)
)

.....
Name: *Paul Barton*
Director

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