



Registration of a Charge

Company Name: **GRAFTON MERCHANTING GB LIMITED**

Company Number: **04725313**



Received for filing in Electronic Format on the: **04/03/2022**

XAZ1TZT7

Details of Charge

Date of creation: **28/02/2022**

Charge code: **0472 5313 0001**

Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED (AS SECURITY TRUSTEE FOR ITSELF AND THE OTHER SECURED PARTIES)**

Brief description: **NOT APPLICABLE**

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: **CATRIONA SEVERNS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4725313

Charge code: 0472 5313 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th February 2022 and created by GRAFTON MERCHANTING GB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th March 2022 .

Given at Companies House, Cardiff on 8th March 2022

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**

I certify that, save for material redacted pursuant to section 859G of the CA 2006, the enclosed copy of the security instrument delivered as part of this application for registration in accordance with section 859A of the CA 2006, is a correct copy of the original security instrument.

Signature: Catriona Severns
Name: Catriona Severns
Title: Solicitor
Date: 1 March 2022

EXECUTION VERSION

Security Accession Deed

This Security Accession Deed is made on 28 February 2022

Between:

- (1) **THE COMPANIES LISTED IN SCHEDULE 1** (the “**New Chargors**”);
- (2) **PATAGONIA BIDCO LIMITED** for itself and as agent for and on behalf of each of the existing Chargors (the “**Company**”); and
- (3) **WILMINGTON TRUST (LONDON) LIMITED** as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

Recital:

This deed is supplemental to a Debenture dated 30 July 2021 between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented and amended on 9 December 2021 (the “**Debenture**”).

Now this deed witnesses as follows:

1. Interpretation

1.1 Definitions

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

1.2 Construction

Clauses 1.2 (*Construction*) and 1.3 (*Other References and Interpretation*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses 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, in each case in respect of those of its assets specified herein.

2.2 Covenant to pay

Subject to any limits on its liability specified in the Debt Documents, each New Chargor covenants, as primary obligor and not only as surety, with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Secured Obligations on their due date in accordance with their respective terms (or if they do not specify a time for payment, promptly on prior written demand of the Security Agent).

2.4 Fixed Security

Subject to Clause 3.6 (*Excluded Assets*) of the Debenture, each New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee, by way of first fixed charge its Shares and all corresponding Related Rights, both present and future, from time to time owned by it or in which it has an interest.

3. Negative Pledge

Each New Chargor undertakes that it will not create or agree to create or permit to subsist any Security on or over the whole or any part of its Charged Property except for the creation of Security or other transactions not prohibited under the Debt Documents or in respect of which the Required Creditor Consent has been obtained.

4. Consent of Existing Chargors

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

5. Construction of Debenture

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

6. Governing Law and Jurisdiction

This deed and any non-contractual obligations arising out of or in connection with it are governed English law and the parties agree that 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 or the consequences of its nullity or any non-contractual obligations arising out of or in connection with it).

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

Schedule 1 to Security Accession Deed: The New Chargors

Company Name	Registered No.	Registered Office
The Timber Group Limited	02683645	Ground Floor, Boundary House 2 Wythall Green Way, Wythall, Birmingham, United Kingdom, B47 6LW
Grafton Merchanting GB Limited	04725313	Ground Floor, Boundary House 2 Wythall Green Way, Wythall, Birmingham, United Kingdom, B47 6LW

Schedule 2 to Security Accession Deed: Shares

None at the date hereof.

Signatories to Security Accession Deed

The New Chargors

EXECUTED as a **DEED** by)
THE TIMBER GROUP LIMITED)
acting by)

REDACTED

Director Charles Bithell

REDACTED

Witness
Name: JOHANNA CAST
Address: REDACTED
Occupation: TEACHER

EXECUTED as a **DEED** by)
GRAFTON MERCHANTING GB)
LIMITED acting by)

REDACTED

Director Charles Bithell

REDACTED

Witness

Name: JOANNA CAST

Address: REDACTED

Occupation: TEACHER

The Company

SIGNED by)
PATAGONIA BIDCO LIMITED)
acting by)

REDACTED
Director Charles Bithell

The Security Agent

SIGNED by
WILMINGTON TRUST
(LONDON) LIMITED
acting by:

)
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)
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REDACTED

Keith Reader
Authorised Signatory

Authorised Signatory