



**Registration of a Charge**

Company Name: **LR WAREHOUSE (VICTORIA DOCK) LIMITED**

Company Number: **11625772**



Received for filing in Electronic Format on the: **31/01/2022**

XAWVQDRL

**Details of Charge**

Date of creation: **20/01/2022**

Charge code: **1162 5772 0003**

Persons entitled: **SUMITOMO MITSUI TRUST BANK, LIMITED (LONDON BRANCH) AS SECURITY AGENT**

Brief description: **THE LEASEHOLD PROPERTY KNOWN AS WAREHOUSE K, 2 WESTERN GATEWAY, VICTORIA DOCK, LONDON E16 AS REGISTERED WITH LEASEHOLD ABSOLUTE TITLE AT THE LAND REGISTRY UNDER TITLE NUMBER EGL424836**

**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:

**ADDLESHAW GODDARD LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 11625772

Charge code: 1162 5772 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th January 2022 and created by LR WAREHOUSE (VICTORIA DOCK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st January 2022 .

Given at Companies House, Cardiff on 1st February 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**

## Form of Security Deed of Accession

This Deed is made on 20 January 2022.

### Between

- (1) **Grove House Trustees I Limited** (a company incorporated in Jersey with registered number 116163) and **Grove House Trustees II Limited** (a company incorporated in Jersey with registered number 116164) each in its capacity as managing trustee of the **Grove House Unit Trust** (a unit trust constituted in Jersey pursuant to Article 7(3) of the Trusts (Jersey) Law 1984) for itself and for the Chargors (**Obligors' Agent**);
- (2) LR Warehouse (Victoria Dock) Limited (registered in England with number 11625772 (**Acceding Chargor**); and
- (3) Sumitomo Mitsui Trust Bank, Limited (London Branch) as security trustee for the Secured Parties (**Security Agent**).

### Whereas

- (A) This Deed is supplemental to a Security Agreement dated 20 January 2022 between, amongst others, the Obligors' Agent, the Chargors and the Security Agent (**Security Agreement**).
- (B) The Acceding Chargor has also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Deed of Accession and by doing so appoints the Obligor's Agent as its agent on the terms set out in the Accession Deed.

### It is agreed

#### 1 Definitions and interpretation

##### 1.1 Definitions

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Security Agreement have the same meaning when used in this Deed.
- (b) In this Deed, **Secured Shares** means all shares present and future held by the Acceding Chargor or the Persons listed in Schedule 2 (Secured Shares) to this Deed.

##### 1.2 Interpretation

Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Administration), 1.5 (Incorporated terms), 1.6 (Property), 1.7 (Present and future assets), 1.8 (Fixed security) and 1.9 (No obligations) of the Security Agreement are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to this **Deed** shall be construed as references to this Security Deed of Accession.

## **2 Accession of Acceding Chargor**

### **2.1 Accession**

The Acceding Chargor agrees to be a Chargor for the purposes of the Security Agreement with immediate effect and agrees to be bound by all of the terms of the Security Agreement as if it had originally been a party to it.

### **2.2 Covenant to pay**

The Acceding Chargor covenants with the Security Agent as security trustee for the Secured Parties that it will pay and discharge the Secured Liabilities when they become due for payment and discharge in accordance with the terms of the Finance Documents.

### **2.3 Charging provisions**

All Security created by the Acceding Chargor under this Deed is:

- (a) a continuing security for the payment and discharge of the Secured Liabilities;
- (b) granted with full title guarantee; and
- (c) granted in favour of the Security Agent as security trustee for the Secured Parties and the Security Agent shall hold the benefit of this deed and the Security created by or pursuant to it on trust for the Secured Parties.

### **2.4 First legal mortgages**

The Acceding Chargor charges by way of first legal mortgage the Properties described in to Schedule 1 (Properties) to this Deed (if any).

### **2.5 Assignments**

- (a) The Acceding Chargor assigns absolutely, subject to a proviso for re-assignment on redemption all of its rights, title and interest from time to time under or in respect of:
  - (i) all Rental Income, any proceeds of sale of its Secured Property and all other sums payable under any Lease Document (including under any guarantee relating to any Lease Document);
  - (ii) the Relevant Agreements (other than a Charged Document) to which it is a party;
  - (iii) the Relevant Policies to which it is a party;
  - (iv) each Blocked Account, any amount standing to the credit of each Blocked Account and the debt represented by each Blocked Account;
  - (v) each Unblocked Account, any amount standing to the credit of each Unblocked Account and the debt represented by each Unblocked Account; and
  - (vi) each and every sum from time to time paid or payable by any person for the time being to a Chargor;

together with, in each case, all other Related Rights thereto.

- (b) The Acceding Chargor shall remain liable to perform all its obligations under each Lease Document, each Relevant Agreement and each Relevant Policy to which it is a party.
- (c) Notwithstanding the other terms of this clause 2.5 or clause 2.6 below, prior to the occurrence of an Event of Default which is continuing, the Acceding Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreements.

## **2.6 First fixed charges**

- (a) The Acceding Chargor charges by way of first fixed charge all of its rights, title and interest from time to time in and to:
  - (i) all interests and estates in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 2.2);
  - (ii) all licences to enter or use any Secured Property;
  - (iii) the benefit of all other agreements, instruments and rights relating to its Secured Property;
  - (iv) the Secured Shares;
  - (v) the Investments;
  - (vi) each Charged Document to which it is a party;
  - (vii) all of its book and other debts and monetary claims and their proceeds (both collected and uncollected);
  - (viii) (other than to the extent effectively assigned under clause 2.5) each Blocked Account, all monies from time to time standing to the credit of each Blocked Account and the debt represented by each Blocked Account;
  - (ix) (other than to the extent effectively assigned under clause 2.5) each Unblocked Account, all monies from time to time standing to the credit of each Unblocked Account and the debt represented by each Unblocked Account;
  - (x) all its goodwill and uncalled capital;
  - (xi) (other than to the extent effectively assigned under clause 2.5) the Relevant Policies;
  - (xii) (other than to the extent effectively assigned under clause 2.5) the Hedging Agreements and the Third Party Hedging Agreements;

(xiii) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them; and

(xiv) to the extent that any other assignment in clause 2.5 is ineffective as an assignment, the assets referred to in that clause,

together with, in each case, all other Related Rights thereto.

## **2.7 Floating charge**

(a) The Acceding Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future.

(b) The floating charge created by clause 2.7(a) shall be deferred in point of priority to all fixed Security validly and effectively created by the relevant Acceding Chargor under the Finance Documents in favour of the Security Agent (as trustee for the Secured Parties) as security for the Secured Liabilities

## **2.8 Qualifying floating charge**

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

## **3 Consent of existing charging companies**

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Security Agreement.

## **4 Security power of attorney**

4.1 The Acceding Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney with the full power and authority of the Acceding Chargor (in its name and otherwise on its behalf) to:

(a) execute, deliver and perfect all deeds, instruments and other documents; and

(b) to do or cause to be done all acts and things,

in each case:

(i) which the Acceding Chargor ought or has agreed to execute or do under this Deed and which it has failed to do within 3 Business Days following a request from the Security Agent to undertake such execution or action; or

(ii) following an Event of Default which is continuing, which any attorney may in its absolute discretion deem necessary or appropriate for carrying out any obligation of the Acceding Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law.

The Acceding Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause.

**5 Notices**

The Acceding Chargor confirms that its address details for notices in relation to clause 23 (Notices) of the Security Agreement are as follows:

Address: 28 Esplanade, St Helier, Jersey JE2 3QA

Facsimile: 01534 700007

Attention: Martin Cudlipp and Tim Knight re WK Unit Trust

**6 Counterparts**

This Deed or any Finance Document entered into under or in connection with this Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed or any Finance Document.

**7 Governing law and jurisdiction**

Clause 30 (Governing law) of the Security Agreement shall be incorporated in this Deed as if set out here in full but so that references to the Security Agreement shall be construed as references to this Deed.

**This Deed** has been signed on behalf of the Security Agent and executed as a deed by the Acceding Chargor and is delivered on the date given at the beginning of this Deed.



# **Schedule 1**

## **Properties**

<b>Owner</b>	<b>Address of Property</b>	<b>Title Numbers(s)</b>
LR Warehouse (Victoria Dock) Ltd	The leasehold property known as Warehouse K, 2 Western Gateway, Victoria Dock, London E16 as registered with leasehold absolute title at the Land Registry under title number EGL424836	EGL424836

**Schedule 2**

**Secured Shares**

### **Schedule 3**

#### **Relevant Agreements**

**Schedule 4**

**Blocked Accounts**

**Schedule 5**

**Unblocked Accounts**

**SIGNATURES TO THE SECURITY DEED OF ACCESSION**

**The Security Agent**

Sumitomo Mitsui Trust Bank, Limited (London Branch)

By:



Executed as a deed by )

**LR WAREHOUSE (VICTORIA DOCK)**

**LIMITED** )

acting by a director: )

..... )

.....

Director

in the presence of: )

Name of witness: .....

(in BLOCK CAPITALS)

Signature of witness: .....

Address: .....

.....

Occupation: .....

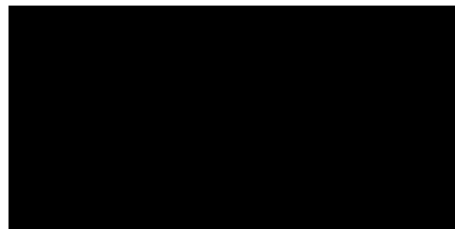
SIGNATURES TO THE SECURITY DEED OF ACCESSION

The Security Agent

Sumitomo Mitsui Trust Bank, Limited (London Branch)

By:

Executed as a deed by )  
LR WAREHOUSE (VICTORIA DOCK) )  
LIMITED )  
acting by a director: )  
.....TIM KNIGHT..... )  
in the presence of: )



Director

Name of witness:  
(in BLOCK CAPITALS)

.....NIAMH FINNIGAN.....

Signature of witness:

.....[Redacted Signature].....

Address:

.....28 Esplanade, St Helier,  
.....Jersey, JE4 2QP.....  
.....Assistant Manager.....

Occupation:

Executed as a deed on behalf of **Grove House Trustees I Limited** a company incorporated in Jersey, acting in its capacity as a joint trustee of **Grove House Unit Trust**, acting by two directors being persons who, in accordance with the laws of that territory, are acting under the authority of the company

) Signatures in the name of Grove House  
) Trustees I Limited  
)  
)  
) .....  
) For and on behalf of JTC Directors Limited  
) Director  
)  
) .....  
) For and on behalf of Castle Directors Limited  
Director

Address: JTC House  
28 Esplanade  
Jersey, JE4 2QP  
Email: Tim.Knight@jtcgroup.com  
Attention: Tim Knight

Executed as a deed on behalf of **Grove House Trustees II Limited** a company incorporated in Jersey, a company incorporated in Jersey, acting in its capacity as a joint trustee of **Grove House Unit Trust**, acting by two directors being persons who, in accordance with the laws of that territory, are acting under the authority of the company

) Signatures in the name of Grove House  
) Trustees II Limited  
)  
) .....  
) For and on behalf of JTC Directors Limited  
) Director  
)  
) .....  
) For and on behalf of Castle Directors Limited  
Director

Address: JTC House  
28 Esplanade  
Jersey, JE4 2QP  
Email: Tim.Knight@jtcgroup.com  
Attention: Tim Knight