



**Registration of a Charge**

Company name: **WGC SEEDS HOLDINGS LIMITED**

Company number: **06454955**



X7GT29P5

Received for Electronic Filing: **18/10/2018**

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**Details of Charge**

Date of creation: **17/10/2018**

Charge code: **0645 4955 0002**

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

Brief description: **NONE.**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: 6454955

Charge code: 0645 4955 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th October 2018 and created by WGC SEEDS HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th October 2018 .

Given at Companies House, Cardiff on 22nd October 2018

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

### Tranche B2 Debenture

THIS SECURITY ACCESSION DEED is made on 17 October 2018

#### BETWEEN:

- (1) WGC Seeds Limited (a company incorporated in England and Wales with registered number 00775216);
- (2) WGC Seeds Holdings Limited (a company incorporated in England and Wales with registered number 06454955);
- (3) Wyevale Acquisitions Borrower Limited (a company incorporated in England and Wales with registered number 06343583),  
(each a "New Chargor"); and
- (4) Lloyds Bank plc as security trustee for itself and the other Secured Parties (the "Security Agent").

#### RECITAL:

This deed is supplemental to a debenture dated 20 September 2017 between, inter alia, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "Debenture").

#### 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 legal mortgage, all Material Property (including as specified in schedule 1 (Material Property)); and
- (b) by way of 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 2 (Subsidiary Shares));
  - (iii) all Investments (other than Subsidiary Shares);
  - (iv) all Material Intellectual Property (including as specified in schedule 3 (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, subject to any prior assignment pursuant to the First Debenture, 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 4 (Assigned Agreements));
    - (ii) the Insurances (including as specified in schedule 5 (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 follows:

**WGC Seeds Limited**

Address: Wyevale Garden Centres, Syon Park, Brentford, Middlesex TW8 8JF

Attention: Company Secretary

**WGC Seeds Holdings Limited**

Address: Wyevale Garden Centres, Syon Park, Brentford, Middlesex TW8 8JF

Attention: Company Secretary

**Wyevale Acquisitions Borrower Limited**

Address: Wyevale Garden Centres, Syon Park, Brentford, Middlesex TW8 8JF

Attention: Company Secretary

**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

## 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
WYEVALE ACQUISITIONS BORROWER LIMITED	NORTHUMBERLAND	ND87936	Land on the west side of the A697, Heighley Gate, Morpeth.
		ND133541	Land and buildings at Heighley Gate Garden Centre, Morpeth (NE61 3DA).
		ND133538	Land and buildings at Heighley Gate Garden Centre, Morpeth (NE61 3DA).
		ND108376	Land on the west side of the A697, Heighley Gate, Morpeth.
		ND156184	Heighley Hill, Morpeth (NE61 3DA).
WYEVALE ACQUISITIONS BORROWER LIMITED	COUNTY DURHAM	CE167442	Land at Yarm Road, Stockton-on-Tees.
WYEVALE ACQUISITIONS BORROWER LIMITED	WEST SUSSEX	WSX111074	Old Barn Nurseries, Worthing Road, Dial Post, Horsham (RH13 8NR).
WGC SEEDS LIMITED	WEST YORKSHIRE	WYK353089	Pennine Garden Centre, Huddersfield Road, Shelley, Huddersfield (HD8 8LF).
		WYK469539	Land lying to the South of Huddersfield Road, Shelley, Huddersfield.
		WYK500259	land on the North West side of Birchencliffe Hill Road, Huddersfield.
		WYK718174	land forming part of Pennine Garden Centre Huddersfield Road, Shelley, Huddersfield.



**SCHEDULE 2****Subsidiary Shares**

<b>New Chargor</b>	<b>Subsidiary</b>	<b>Number and class of shares</b>	<b>Details of nominees (if any) holding legal title to shares</b>
WGC Seeds Holdings Limited	WGC Seeds Limited	18,000 ordinary shares	N/A
Wyevale Acquisitions Borrower Limited	Sanders Garden World Limited (04037460)	1 ordinary share	N/A
Wyevale Acquisitions Borrower Limited	Heighley Gate Garden Centre Limited (04501276)	1 ordinary share	N/A
Wyevale Acquisitions Borrower Limited	Old Barn Nurseries Ltd (02584969)	1 ordinary share	N/A

**SCHEDULE 3**

**Intellectual Property**

*None as at the date of this deed*

**SCHEDULE 4**

**Assigned Agreements**

*None as at the date of this deed*

**SCHEDULE 5**

**Insurance Policies**

*None as at the date of this deed*

**SIGNATORIES TO DEED OF ACCESSION**

**The New Chargors**

Executed as a deed by  
**WGC SEEDS LIMITED:**

Signature of director

Name of director

ROGER McLAUGHLIN

Signature of witness

Name of witness

MARY ELIZABETH BOURKE

Address of witness

541N PARK

DUBLIN D12

NS 83F

Occupation of witness

Executed as a deed by  
WGC SEEDS HOLDINGS LIMITED:

Signature of director

Name of director

ROSE MCLEISH

Signature of witness

Name of witness

MARY ELIZABETH BOWMAN

Address of witness

50M PARK

176-177

THE 5TH

Occupation of witness



Executed as a deed by  
**WYEVALE ACQUISITIONS BORROWER  
LIMITED:**

Signature of director

Name of director

ROGER McLAUGHLIN

Signature of witness

Name of witness

JOHN ELIZABETH BOWEN

Address of witness

240 W. PARK

BENTLEY

THE 836

Occupation of witness

**The Security Agent**

Signed for and on behalf of **LLOYDS**  
**BANK PLC:**

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)  
)  
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Name:

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