



Registration of a Charge

Company name: **LEONARD F.JOLLYE (BROOKMANS PARK) LIMITED**
Company number: **01015506**



Received for Electronic Filing: **17/07/2018**

Details of Charge

Date of creation: **02/07/2018**
Charge code: **0101 5506 0015**
Persons entitled: **HSBC BANK PLC AS SECURITY TRUSTEE**
Brief description: **MATERIAL INTELLECTUAL PROPERTY: TRADE MARK: JOLLYES;
REGISTERED NUMBER: 2530801; CLASSES: 5, 16, 20, 21, 31, 35, 44;
EXPIRY: 05/11/2019 FOR MORE DETAILS PLEASE REFER TO THE
CHARGING INSTRUMENT.**

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: 1015506

Charge code: 0101 5506 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd July 2018 and created by LEONARD F.JOLLYE (BROOKMANS PARK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th July 2018 .

Given at Companies House, Cardiff on 19th July 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

THIS SECURITY ACCESSION DEED is made on 2 July 2018.

BETWEEN:

- (1) The Companies listed in schedule 1 hereto as new charging companies (the "**New Charging Companies**"), and each a "**New Charging Company**"; and
- (2) HSBC Bank plc as security trustee for itself and the other Secured Parties (the "**Security Agent**").

RECITAL:

This deed is supplemental to a debenture dated 25 May 2018 between, inter alia, the Charging Companies named therein and the Security Agent, as previously supplemented and/or 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 CHARGING COMPANY

2.1 Accession

Each New Charging Company agrees to be a Charging Company 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 Charging Company.

2.2 Covenant to Pay

Each New Charging Company 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 in accordance with their terms.

2.3 Fixed Charges

Each New Charging Company, 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 Property (including as specified in schedule 2 (Property)); and
- (b) by way of first fixed charge:

- (i) all other interests (not effectively charged under clause 2.3(a)) in the Property;
- (ii) all Subsidiary Shares (including as specified in schedule 3 (Subsidiary Shares)) and corresponding Distribution Rights;
- (iii) all Investments (other than the Subsidiary Shares) and corresponding Distribution Rights;
- (iv) all Equipment;
- (v) all Book Debts;
- (vi) all Cash Collateral Accounts (including as specified in schedule 4 (Cash Collateral Accounts (Blocked)));
- (vii) all Material Intellectual Property (including as specified in schedule 5 (Material Intellectual Property));
- (viii) its goodwill and uncalled capital; and
- (ix) to the extent not effectively assigned by clause 2.4 (Security Assignment):
 - (A) the Assigned Agreements;
 - (B) the Insurances; and
 - (C) the Hedging Agreements.

2.4 Security Assignment

- (a) As further security for the payment and discharge of the Secured Obligations, each New Charging Company assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in the following assets and, in each case, all Related Rights:
 - (i) the Assigned Agreements (including as specified in schedule 6 (Assigned Agreements));
 - (ii) the Insurances (including as specified in schedule 7 (Insurance Policies)); and
 - (iii) the Hedging Agreements,

provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of each New Charging Company re-assign the relevant rights, title and interest in the assigned assets to each New Charging Company (as applicable) (or as it shall direct).
- (b) For the avoidance of doubt, prior to the occurrence of a Declared Default, each New Charging Company shall (in its sole discretion and in a manner which does not adversely affect the validity or enforceability of the security or cause an Event of Default to occur), subject to the other terms of the Finance Documents, continue to exercise all and any of its rights, remedies, discretions or judgements (including the giving of any waivers or consents) under and in connection with the Assigned Agreements, the Insurances and the Hedging Agreements and be entitled to all proceeds and claims arising therefrom.

2.5 Fixed Security

In relation to each New Charging Company, 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 Charging Company charges with full title guarantee in favour of the Security Agent by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) or assigned under clause 2.4 (Security Assignment) and, in each case, all Related Rights.

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 Charging Company confirms that its address details for notices in relation to clause 34 (Notices) of the Facilities Agreement are as follows:

Address: Europa House, Goldstone Villas, Hove, East Sussex, BN3 3RQ

Facsimile:

Email: warwick.thresher@jollyes.com

Attention:

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**New Charging Companies**

Name of Original Borrower	Registration number	Original Jurisdiction
Jollyes Retail Group Limited	07675517	England and Wales
Jollyes Group Limited	06459532	England and Wales
Leonard F Jollye (Holdings) Limited	05559793	England and Wales
Leonard F.Jollye (Brookmans Park) Limited	01015506	England and Wales
Leonard F. Jollye Limited	03197787	England and Wales

SCHEDULE 2

Property

None as at the date of this Deed.

SCHEDULE 3

Subsidiary Shares

Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Jaguar Bidco Limited	Jollyes Retail Group Limited	7,500 ordinary shares of £1.00 each	N/A
Jollyes Retail Group Limited	Jollyes Group Limited	500 A ordinary shares of £1.00 each and 500 B ordinary shares of £1.00 each	N/A
Jollyes Group Limited	Leonard F Jollye (Holdings) Limited	4 ordinary shares of £1.00 each	N/A
Leonard F Jollye (Holdings) Limited	Leonard F.Jollye (Brookmans Park) Limited	17,000 ordinary shares of £1.00 each	N/A
Leonard F Jollye (Holdings) Limited	Leonard F. Jollye Limited	500 ordinary shares of £1.00 each	N/A

SCHEDULE 4

Cash Collateral Accounts (Blocked)

None as at the date of this Deed.

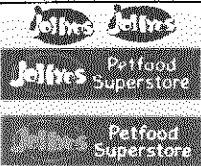
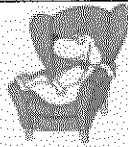
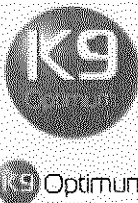
Collection Accounts (Not blocked)

Account Bank	Chargor	Sort Code	Account Number
Barclays	Leonard F. Jollye Limited		
Barclays	Jollyes Retail Group Limited		
Barclays	Leonard F. Jollye Limited		
Danske	Leonard F.Jollye (Brookmans Park) Limited		

SCHEDULE 5

Material Intellectual Property

Trade Marks

Registered Owner	Territory	Trade Mark	Image	Registration Number	Class(es)	Expiry Date
Leonard F.Jollye (Brookmans Park) Limited	UK	JOLLYES	n/a	2530801	5, 16, 20, 21, 31, 35, 44	05/11/2019
Leonard F.Jollye (Brookmans Park) Limited	UK	Petfood Jollyes Superstores		2530990	5, 16, 20, 21, 31, 35, 44	06/11/2019
Leonard F.Jollye (Brookmans Park) Limited	UK	RILEY'S	n/a	2568546	31	07/01/2021
Leonard F.Jollye (Brookmans Park) Limited	UK	n/a		2604276	31	12/12/2011
Leonard F.Jollye (Brookmans Park) Limited	UK	DIGBY'S DINER		2606776	31	12/01/2022
Leonard F.Jollye (Brookmans Park) Limited	UK	pets@play		2606779	20, 28	12/01/2022
Leonard F.Jollye (Brookmans Park) Limited	UK	K9 Optimum		2597313	31	10/10/2021
Leonard F.Jollye (Brookmans Park) Limited	UK	NiteSafe		2621632	18	21/05/2022
Leonard F.Jollye (Brookmans Park) Limited	UK	petzone		3078003	5, 16, 20, 21, 31, 35, 44	21/10/2024
Leonard F.Jollye	EU	JOLLYES	n/a	8666216	28, 31, 35	05/11/2019

(Brookmans Park) Limited						
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Domain Names

New Charging Company	Domain	Registrant	Expiry Date
Leonard F.Jollye (Brookmans Park) Limited	aquaticastore.co.uk	1&1 Internet Limited (for and on behalf of Leonard F.Jollye (Brookmans Park) Limited)	19/07/2018
Leonard F.Jollye (Brookmans Park) Limited	aquaticastore.com	1&1 Internet Limited (for and on behalf of Leonard F.Jollye (Brookmans Park) Limited)	19/07/2020
Leonard F.Jollye (Brookmans Park) Limited	aquaticastore.net	1&1 Internet Limited (for and on behalf of Leonard F.Jollye (Brookmans Park) Limited)	19/07/2019
Leonard F.Jollye (Brookmans Park) Limited	aquaticastore.uk	1&1 Internet Limited (for and on behalf of Leonard F.Jollye (Brookmans Park) Limited)	19/07/2019
Leonard F.Jollye (Brookmans Park) Limited	canineoptimum.co.uk	Leonard F.Jollye (Brookmans Park) Limited	24/04/2020
Leonard F.Jollye (Brookmans Park) Limited	Hr.jollyes.co.uk (Sub Domain)	Leonard F.Jollye (Brookmans Park) Limited	10/05/2019
Leonard F.Jollye (Brookmans Park) Limited	Hrtest.jollyes.co.uk (Sub Domain)	Leonard F.Jollye (Brookmans Park) Limited	10/05/2019
Leonard F.Jollye (Brookmans Park) Limited	jolleypetfoodstore.co.uk	Leonard F.Jollye (Brookmans Park) Limited	13/10/2018
Leonard F.Jollye (Brookmans Park) Limited	jolleypetfoodstore.com	Leonard F.Jollye (Brookmans Park) Limited	13/10/2018
Leonard F.Jollye (Brookmans Park) Limited	jolleypetfoodstore.uk	Leonard F.Jollye (Brookmans Park) Limited	13/10/2018
Leonard F.Jollye (Brookmans Park) Limited	jolleypetstore.co.uk	Leonard F.Jollye (Brookmans Park) Limited	13/10/2018
Leonard F.Jollye (Brookmans Park) Limited	jolleypetstore.com	Leonard F.Jollye (Brookmans Park) Limited	13/10/2018

New Charging Company	Domain	Registrant	Expiry Date
Limited		Limited	
Leonard F.Jollye (Brookmans Park) Limited	jollyespetstore.uk	Leonard F.Jollye (Brookmans Park) Limited	17/10/2018
Leonard F.Jollye (Brookmans Park) Limited	jolliespetfoodstore.co.uk	Leonard F.Jollye (Brookmans Park) Limited	13/10/2018
Leonard F.Jollye (Brookmans Park) Limited	jolliespetfoodstore.com	1&1 Internet Limited (for and on behalf of Leonard F.Jollye (Brookmans Park) Limited)	13/10/2018
Leonard F.Jollye (Brookmans Park) Limited	jolliespetfoodstore.uk	Leonard F.Jollye (Brookmans Park) Limited	13/10/2018
Leonard F.Jollye (Brookmans Park) Limited	jolliespetstore.co.uk	Leonard F.Jollye (Brookmans Park) Limited	13/10/2018
Leonard F.Jollye (Brookmans Park) Limited	jolliespetstore.com	Leonard F.Jollye (Brookmans Park) Limited	13/10/2018
Leonard F.Jollye (Brookmans Park) Limited	jolliespetstore.uk	Leonard F.Jollye (Brookmans Park) Limited	13/10/2018
Leonard F.Jollye (Brookmans Park) Limited	Jollyes.co.uk	Leonard F.Jollye (Brookmans Park) Limited	10/03/2019
Leonard F.Jollye (Brookmans Park) Limited	jollyes.com	Leonard F.Jollye (Brookmans Park) Limited	24/03/2019
Leonard F.Jollye (Brookmans Park) Limited	Jollyes.net	Leonard F.Jollye (Brookmans Park) Limited	10/11/2018
Leonard F.Jollye (Brookmans Park) Limited	jollyes.uk	Leonard F.Jollye (Brookmans Park) Limited	13/10/2018
Leonard F.Jollye (Brookmans Park) Limited	Jollyes-payroll.co.uk	Leonard F.Jollye (Brookmans Park) Limited	31/03/2020
Leonard F.Jollye (Brookmans Park) Limited	jollyespetfood.co.uk	Leonard F.Jollye (Brookmans Park) Limited	13/10/2018
Leonard F.Jollye (Brookmans Park) Limited	jollyespetfood.com	Leonard F.Jollye (Brookmans Park) Limited	14/10/2018
Leonard F.Jollye (Brookmans Park) Limited	jollyespetfood.uk	Leonard F.Jollye (Brookmans Park) Limited	13/10/2018
Leonard F.Jollye (Brookmans Park) Limited	jollyespetfoodsuperstore.co.uk	Leonard F.Jollye (Brookmans Park) Limited	14/01/2019

New Charging Company	Domain	Registrant	Expiry Date
Leonard F.Jollye (Brookmans Park) Limited	jollyespetsuperstore.com	Leonard F.Jollye (Brookmans Park) Limited	13/10/2018
Leonard F.Jollye (Brookmans Park) Limited	jollyespetsuperstore.co.uk	Leonard F.Jollye (Brookmans Park) Limited	13/10/2018
Leonard F.Jollye (Brookmans Park) Limited	jollyespetsuperstore.com	Leonard F.Jollye (Brookmans Park) Limited	13/10/2018
Leonard F.Jollye (Brookmans Park) Limited	jollyespetsuperstore.uk	Leonard F.Jollye (Brookmans Park) Limited	13/10/2018
Leonard F.Jollye (Brookmans Park) Limited	Jollyespetsuperstore.co.uk	1&1 Internet Limited (for and on behalf of Leonard F.Jollye (Brookmans Park) Limited)	23/11/2019
Leonard F.Jollye (Brookmans Park) Limited	Jollyespetsuperstore.com	1&1 Internet Limited (for and on behalf of Leonard F.Jollye (Brookmans Park) Limited)	23/11/2019
Leonard F.Jollye (Brookmans Park) Limited	jollyespetsuperstore.co.uk	1&1 Internet Limited (for and on behalf of Leonard F.Jollye (Brookmans Park) Limited)	13/10/2018
Leonard F.Jollye (Brookmans Park) Limited	jollyespetsuperstore.com	Leonard F.Jollye (Brookmans Park) Limited	13/10/2018
Leonard F.Jollye (Brookmans Park) Limited	jollyespetsuperstore.uk	Leonard F.Jollye (Brookmans Park) Limited	13/10/2018
Leonard F.Jollye (Brookmans Park) Limited	k9optimum.co.uk	Leonard F.Jollye (Brookmans Park) Limited	24/04/2020
Leonard F.Jollye (Brookmans Park) Limited	theaquaticastore.co.uk	1&1 Internet Limited (for and on behalf of Leonard F.Jollye (Brookmans Park) Limited)	19/07/2018
Leonard F.Jollye (Brookmans Park) Limited	theaquaticastore.uk	1&1 Internet Limited (for and on behalf of Leonard F.Jollye (Brookmans Park) Limited)	19/07/2018

SCHEDULE 6

Assigned Agreements

None as at the date of this Deed.

SCHEDULE 7**Insurance Policies**

Insuree	Insurer	Date of Renewal	Policy Number
Leonard F.Jollye (Brookmans Park) Limited	Aviva plc	31/05/2019	24797592 CCI
Leonard F.Jollye (Brookmans Park) Limited	Bureau Veritas Inspection Ltd	31/05/2019	6154305
Leonard F.Jollye (Brookmans Park) Limited	Allianz Insurance plc	31/05/2019	BV/14798504/03
Leonard F.Jollye (Brookmans Park) Limited	Auto Legal Protection Services Limited	31/05/2019	LFJO02LE03
Leonard F.Jollye (Brookmans Park) Limited	Aviva plc	31/05/2019	100005976GPA

SIGNATORIES TO DEED OF ACCESSION

New Charging Companies

Executed as a deed by
JOLLYES RETAIL GROUP LIMITED

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)

Signature of director

Warwick Thresher

Name of director

Signature of witness

Name of witness

David Hutchinson

Address of witness

Occupation of witness

Notice Details

Address: Europa House, Goldstone Villas, Hove, East Sussex, BN3 7LQ

Facsimile:

Email: warwick.thresher@jollyes.com

Attention:

Warwick Thresher

Signature page to the Security Accession Deed

Executed as a deed by
JOLLYES GROUP LIMITED

)
)
)
)

Signature of director

Name of director

Warwick Thresher

Signature of witness

Name of witness

David Hutchinson

Address of witness

Occupation of witness

Notice Details

Address: Europa House, Goldstone Villas, Hove, East Sussex, BN3 3LP

Facsimile:

Email: warwick.thresher@jollyes.com

Attention:

Warwick Thresher

Signature page to the Security Accession Deed

Executed as a deed by
**LEONARD F JOLLYE (HOLDINGS)
LIMITED**

)
)
)
)

Signature of director

Name of director

Warwick Thresher

Signature of witness

Name of witness

David Hutchinson

Address of witness

Occupation of witness

Notice Details

Address: Europa House, Goldstone Villas, Hove, East Sussex. BN3 3LQ

Facsimile:

Email: warwick.thresher@jollyes.com

Attention: Warwick Thresher

Signature page to the Security Accession Deed

Executed as a deed by)
LEONARD F. JOLLYE (BROOKMANS)
PARK) LIMITED)
)

Signature of director

Name of director

Warwick Thresher

Signature of witness

Name of witness

David Hutchinson

Address of witness

Occupation of witness

Notice Details

Address: Europa House, Goldstone Villas, Hove, East Sussex, BN1 3LQ

Facsimile:

Email: warwick.thresher@jollye.com

Attention: Warwick Thresher

Signature page to the Security Accession Deed

Executed as a deed by
LEONARD F. JOLLYE LIMITED

Signature of director

Name of director

Warwick Thresher

Signature of witness

Name of witness

David Hutchinson

Address of witness

Occupation of witness

Notice Details

Address: Europa House, Goldstone Villas, Hove, East Sussex, BN3 3RQ

Facsimile:

Email: warwick.thresher@jollye.com

Attention:

Warwick Thresher

Signature page to the Security Accession Deed

The Security Agent

Signed for and on behalf of
HSBC BANK PLC

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)

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Name:

Notice Details

Address:

Facsimile:

Email:

Attention:

Signature page to the Security Accession Deed