



Registration of a Charge

Company name: **EAGLE ONE ESTATES LIMITED**

Company number: **01758817**



XA30TXWA

Received for Electronic Filing: **23/04/2021**

Details of Charge

Date of creation: **22/04/2021**

Charge code: **0175 8817 0034**

Persons entitled: **LLOYDS BANK PLC AS SECURITY TRUSTEE FOR THE SECURED PARTIES**

Brief description: **LAND ON THE SOUTH SIDE OF YEOFORD WAY, MARSH BARTON TRADING ESTATE, EXETER EX2 8LB REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER DN660701 LAND ON THE SOUTH SIDE OF TUDOR ROAD, CWMBRAN REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER WA424316**

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: **BURGES SALMON LLP (CH15)**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1758817

Charge code: 0175 8817 0034

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd April 2021 and created by EAGLE ONE ESTATES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd April 2021 .

Given at Companies House, Cardiff on 26th April 2021

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

DATED

22 April 2021

SUPPLEMENTAL SECURITY AGREEMENT

EAGLE ONE ESTATES LIMITED (the **Chargor**)

(1)

LLOYDS BANK PLC as (**Security Agent**)

(2)

Ref: CH15/KH06
Borges Salmon LLP
www.borges-salmon.com
Tel: +44 (0)117 939 2000
Fax: +44 (0)117 902 4400


Borges
Salmon

CONTENTS

Clause	Heading	Page
1	DEFINITIONS AND INTERPRETATION	1
2	COVENANT TO PAY.....	1
3	CREATION OF SECURITY	1
4	REGISTRATION ISSUES.....	2
5	RESTRICTIONS ON DEALINGS.....	3
6	INCORPORATION.....	3
7	DESIGNATION.....	4
8	COUNTERPARTS.....	4
9	THIRD PARTIES	4
10	LAW	4
	SCHEDULE 1 - Additional Mortgaged Property	5
	SCHEDULE 2 - Additional Relevant Contracts	6

THIS DEED is dated

22 April

2021 and made

BETWEEN:

- (1) **EAGLE ONE ESTATES LIMITED** a company incorporated in England and Wales (Registered No. 01758817) whose registered office is at Eagle House 1 Babbage Way, Exeter Science Park, Exeter, Devon, EX5 2FN (the "**Chargor**"); and
- (2) **LLOYDS BANK PLC** (the "**Security Agent**" as security trustee for the Secured Parties (as defined in the Facility Agreement defined below))

BACKGROUND:

- (A) The Chargor and the Security Agent are party to the security agreement dated 7 May 2020 and made between the Chargor and the Security Agent (the "**Security Agreement**") which was entered into pursuant to a facility agreement dated 7 May 2020 between (among others) the Chargor and the Security Agent (as amended, restated or supplemented from time to time) (the "**Facility Agreement**").
- (B) This Deed is supplemental to the Security Agreement and it is intended that it takes effect as a deed notwithstanding that the Security Agent may have executed it under hand only.
- (C) The Chargor is obliged by the Security Agreement and the Facility Agreement to mortgage, charge and/or assign the Additional Mortgaged Property (as defined below) and assets to the Security Agent in the terms set out below.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

"**Additional Mortgaged Property**" means the freehold or leasehold property (whether registered or unregistered) owned by the Chargor described in **Error! Reference source not found.** (*Additional Mortgaged Property*);

"**Additional Relevant Contracts**" means each agreement specified in **Error! Reference source not found.** (*Additional Relevant Contracts*); and

"**Additional Security Assets**" means any asset of the Chargor which is, or is expressed to be, subject to any Security created by this Deed.

1.2 Definitions and Interpretation in Security Agreement

The terms of clause 1 (*Definitions and Interpretation*) of the Security Agreement shall apply in this Deed with all necessary modifications and as if they were set out in full in this Deed.

2 COVENANT TO PAY

The terms of clause 2.1 (*General*) of the Security Agreement shall apply in this Deed with all necessary modifications and as if they were set out in full in this Deed.

3 CREATION OF SECURITY

The Chargor with full title guarantee hereby charges to the Security Agent, as a continuing security for the payment and discharge of the Secured Liabilities, the following assets from time to time owned by it or in which it may from time to time have an interest (beneficial or otherwise and the proceeds of sale or realisation thereof):

3.1 Legal mortgage

By way of first legal mortgage, all estates or interests in the Additional Mortgaged Property;

3.2 Assignment

By way of absolute assignment:

- (a) the assets referred to in clauses 2.6 (*Book debts etc.*), 2.7 (*Insurances*), 2.8 (*Hedging*) and 2.9 (*Lease Documents, Rental Income and other contracts*) of the Security Agreement to the extent that they relate to the Additional Mortgaged Property; and
- (b) the benefit of each Additional Relevant Contract and the benefit of any guarantee or security for the performance of an Additional Relevant Contract; and

3.3 Fixed Charge

To the extent that they are not subject to a mortgage pursuant to clause 3.1 (*Legal mortgage*) or an assignment pursuant to clause 3.2 (*Assignment*) of this Deed, by way of first fixed charge the assets referred to in clauses 2.2 (*Land*), 2.3 (*Investments*), 2.4 (*Plant and machinery*), 2.5 (*Credit balances*), 2.6 (*Book debts etc.*), 2.7 (*Insurances*), 2.8 (*Hedging*), 2.9 (*Relevant Contracts and other contracts*) and 2.10 (*Miscellaneous*) of the Security Agreement to the extent that they relate to the Additional Mortgaged Property and/or the Additional Relevant Contracts.

3.4 Floating Charge

The Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 3 (*Creation of security*).

3.5 General

A reference in this Clause 3 (*Creation of security*) to a mortgage or charge of any freehold or leasehold property includes:

- (a) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
- (b) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

3.6 Further advances

The security created by this Deed is intended to secure further advances.

4 REGISTRATION ISSUES

4.1 Notice of charge

The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to the Additional Mortgaged Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of [] referred to in the charges register or their conveyancer. (Standard Form P)".

5 RESTRICTIONS ON DEALINGS

5.1 Security

Except as expressly allowed under the Facility Agreement, the Security Agreement or this Deed, the Chargor must not create or permit to subsist any Security on any Additional Security Asset.

5.2 Disposals

Except as expressly allowed under the Facility Agreement or this Deed, the Chargor must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Additional Security Asset.

6 INCORPORATION

6.1 Incorporation

All the terms, powers and provisions contained in the Security Agreement are deemed to be incorporated into this Deed as if set out in full in this Deed (with all necessary modifications) and shall apply to the Additional Mortgaged Property, Additional Relevant Contracts and Additional Security Assets as if included in and mortgaged, charged or assigned by the Security Agreement.

6.2 Representations and undertakings

Without prejudice to the generality of clause 6.1 (*Incorporation*) above, the Chargor:

- (a) represents and warrants to the Security Agent all the representations and warranties expressed or implied in or by the terms of the Security Agreement and Facility Agreement in respect to the Additional Security Assets as if they were set out in full in this Deed (with the necessary modifications); and
- (b) undertakes to the Security Agent all the undertakings and obligations expressed or implied in or by the terms of the Security Agreement and Facility Agreement in respect to the Additional Security Assets as if they were set out in full in this Deed.

6.3 Times for making representations and warranties

The representations and warranties referred to in clause 6.2 are made by the Chargor on the date of this deed in relation to the Additional Secured Assets and the representations and warranties in this deed, the Security Agreement and Facility Agreement as incorporated by reference into this deed are deemed to be repeated in relation to the Additional Secured Assets on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

6.4 Continuation

- (a) Except insofar as supplemented hereby, the Security Agreement will remain in full force and effect.
- (b) The definition of Mortgaged Property in the Security Agreement shall hereby include the Additional Mortgaged Property.
- (c) The definition of Relevant Contract in the Security Agreement shall hereby include the Additional Relevant Contracts.
- (d) The definition of Security Assets in the Security Agreement shall hereby include the Additional Security Assets.

- (e) References in the Security Agreement to "this Deed" and similar expressions shall be deemed to be references to the Security Agreement as supplemented by this Deed and to this Deed.

6.5 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

7 DESIGNATION

This Deed and the Security Agreement as supplemented by this Deed shall be designated a Finance Document.

8 COUNTERPARTS

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. Each counterpart, when executed and delivered, shall constitute an original of this Deed, but all the executed and delivered counterparts shall together constitute a single instrument.

9 THIRD PARTIES

For the purposes of section 1(2) of the Contracts (Rights of Third Parties) Act 1999 the parties state that they do not intend any term of this Deed to be enforced by any third parties but any third party right which exists or is available independently of that Act is largely preserved.

10 LAW

10.1 English law

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

Schedule 1

Additional Mortgaged Property

Address	Title Number
Land on the South Side of Yeoford Way, Marsh Barton Trading Estate, Exeter EX2 8LB	DN660701
Land on the South side of Tudor Road, Cwmbran	WA424316

Schedule 2

Additional Relevant Contracts

Business transfer agreement dated on or around the date of this Deed made between Prego Realty Limited and the Chargor.

Business transfer agreement dated on or around the date of this Deed made between Prego Estates Limited and the Chargor.

Management services agreement dated 24 April 2020 made between Prego Realty Limited and Eagle One Limited, as novated to the Chargor on or around the date of this Deed.

Management services agreement dated 24 April 2020 made between Prego Estates Limited and Eagle One Limited, as novated to the Chargor on or around the date of this Deed.

Transfer dated on or around the date of this Deed made between Prego Realty Limited and the Chargor relating to the property known as Land on the south side of Yeoford Way, Marsh Barton Trading Estate, Exeter under title number DN660701.

Transfer dated on or around the date of this Deed made between Prego Estates Limited and the Chargor relating to the property known as Tudor Road, Cwmbran under title number WA424316.

CHARGOR

EXECUTED as a **DEED** by

EAGLE ONE ESTATES LIMITED

acting by:

Director

in the presence of a witness:

Name of witness: SHELAGH MILEMAN

Address:

SECURITY AGENT

SIGNED by LLOYDS BANK PLC

) Linda Nyamekye

acting by:

)



Authorised Signatory

.....