



Registration of a Charge

Company Name: **MCLAGAN INVESTMENTS LIMITED**

Company Number: **02127156**



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Received for filing in Electronic Format on the: **20/02/2024**

Details of Charge

Date of creation: **16/02/2024**

Charge code: **0212 7156 0074**

Persons entitled: **DEUTSCHE BANK AG, LONDON BRANCH**

Brief description: **MORTGAGE OVER LAND**

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: **KWABENA BOATENG**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2127156

Charge code: 0212 7156 0074

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th February 2024 and created by MCLAGAN INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th February 2024 .

Given at Companies House, Cardiff on 21st February 2024

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**

16 February 2024

MCLAGAN INVESTMENTS LIMITED
(as the Chargor)

and

DEUTSCHE BANK AG, LONDON BRANCH
(as the Security Agent)

SECURITY AGREEMENT

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel: +44.20.7710.1000
www.lw.com

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THIS CHARGE is made by way of deed on 16 February 2024 by:

- (1) **MCLAGAN INVESTMENTS LIMITED** (incorporated in England & Wales with company registration number 02127156) (the “**Chargor**”); and
- (2) **DEUTSCHE BANK AG, LONDON BRANCH** as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

THIS DEED WITNESSES as follows:

1. DEFINITIONS

Terms defined in the Security Agreement (as defined below) shall have the same meanings when used in this deed.

“**Security Agreement**” means the security agreement dated 12 February 2021 between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any).

2. CONSTRUCTION

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Security Agreement will be deemed to be set out in full in this deed, but as if references in those clauses to the Security Agreement were references to this deed.

3. LEGAL CHARGE

The Chargor charges with full title guarantee in favour of the Security Agent (as trustee for the Secured Parties), for the payment and discharge of the Secured Obligations, by way of first legal mortgage, the Real Property specified in Schedule 2 (*Material Real Property*) to this Charge excluding any such leasehold property where the consent of the landlord of such leasehold property has not been obtained (“**Mortgaged Property**”).

4. APPLICATION TO THE LAND REGISTRY

The Chargor consents and agrees to an application being made to HM Land Registry to enter the following restriction in the Proprietorship Register of any registered land forming the Mortgaged Property:

“No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [20] in favour of Deutsche Bank AG, London Branch referred to in the charges register or their conveyancer.”

5. FURTHER ADVANCES

- (a) Subject to the terms of the Debt Documents each Lender is under an obligation to make further advances to the Chargor and that obligation will be deemed to be incorporated in this Security Agreement as if set out in this deed.
- (b) The Chargor consents to an application being made to HM Land Registry to enter the obligation to make further advances on the Charges Register of any registered land forming part of the Mortgaged Property.

6. GOVERNING LAW AND JURISDICTION

This deed and any non-contractual obligations arising out of or in connection with it are governed by 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).

THIS CHARGE has been executed and delivered as, and is intended to take effect as, a deed by the Chargor and has been signed by the Security Agent on the date written on the first page of this Legal Charge.

SCHEDULE 1

NOT USED

SCHEDULE 2

MATERIAL REAL PROPERTY

<u>Property name</u>	<u>Chargor</u>	<u>Address or description</u>	<u>Freehold or Leasehold</u>	<u>Title No.</u>
Westbrook District Centre	McLagan Investments Limited	Westbrook District Centre, Warrington	Freehold	CH485336

SIGNATORIES TO SECURITY AGREEMENT

EXECUTED as a DEED by
MCLAGAN INVESTMENTS LIMITED
acting by a director

Michael Gleeson

(Print name)

)
)
)
)
)

REDACTED

.....
(Signature)

in the presence of:

REDACTED

Witness:

Name:

Orla Dowling

Address:

REDACTED

Occupation:

I confirm I was physically
present when the
signatory signed this
document.

THE SECURITY AGENT

Executed as a **DEED** for and on behalf of

DEUTSCHE BANK AG, LONDON BRANCH

by: **REDACTED**

REDACTED

Both signatures applied in the presence of:

REDACTED

REDACTED

NAME: Adam Wilson

NAME: Adam Wilson

ADDRESS:

ADDRESS:

c/o Legal Department

c/o Legal Department

~~Winchester House~~

~~Winchester House~~

~~1 Great Winchester Street~~

~~1 Great Winchester Street~~

~~London~~

~~London~~

~~EC2N 2DB~~

~~EC2N 2DB~~

Deutsche Bank AG, London
21 Moorfields
London
EC2Y 9DB

Deutsche Bank AG, London
21 Moorfields
London
EC2Y 9DB