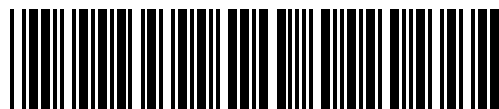




Registration of a Charge

Company Name: **ELAN HOMES LIMITED**

Company Number: **03215914**



Received for filing in Electronic Format on the: **09/02/2023**

XBX0WVIB

Details of Charge

Date of creation: **03/02/2023**

Charge code: **0321 5914 0115**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY AGENT**

Brief description: **THE FREEHOLD LAND AT HAZELBADGE ROAD, POYNTON, STOCKPORT, CHESHIRE EAST SK12 1HE WITH TITLE NUMBERS CH694307, CH257462, CH706417.**

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: **WE 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:

OSBORNE CLARKE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3215914

Charge code: 0321 5914 0115

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd February 2023 and created by ELAN HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th February 2023 .

Given at Companies House, Cardiff on 10th February 2023

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**

EXECUTION VERSION



We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this 09 February 2023

Signed *Osborne Clarke LLP*

Osborne Clarke LLP
One London Wall
London
EC2Y 5EB

Supplemental Debenture

- (1) **Elan Homes Limited** as Chargor
- (2) **BARCLAYS BANK PLC** as Security Agent

Dated 3 February 2023

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EXECUTION VERSION

This Deed is made on

3 February 2023

Between:

- (1) Elan Homes Limited, a company incorporated in England and Wales (company number: 03215914) with registered office at 2nd Floor Colmore Court, 9 Colmore Row, Birmingham, England, B3 2BJ (the "**Chargor**"); and
- (2) **Barclays Bank PLC** as security trustee for the Secured Parties (the "**Security Agent**").

Background

- (A) Pursuant to the Original Debenture (as defined below), the Chargor created Security over all of its assets for, amongst other things, its present and future obligations and liabilities under the Facility Agreement and the other Finance Documents.
- (B) The Chargor has acquired interests in real property and has agreed to enter into this Supplemental Debenture.
- (C) This Supplemental Debenture is supplemental to the Original Debenture.

This Deed witnesses as follows:

1. Definitions and interpretation

1.1 Definitions

Terms defined in the Original Debenture shall, unless otherwise defined in this Supplemental Debenture or unless a contrary intention appears, bear the same meaning when used in this Supplemental Debenture and the following definitions shall apply:

"Additional Property" means:

- (a) all of the freehold and/or leasehold property of the Chargor specified in Schedule 1 to this Deed (*Additional Property*);
- (b) any buildings, fixtures, fittings, plant or machinery from time to time on or forming part of the property referred to in paragraph (a); and
- (c) the Related Rights arising in relation to any of the assets described in paragraphs (a) and (b).

"Facility Agreement" means the facility agreement dated 20 April 2022 and made between, amongst others, the Chargor and the Security Agent.

"Original Debenture" means the debenture between amongst others (1) the Chargor and (2) the Security Agent dated 20 April 2022.

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document.

1.1 Construction

- (a) Unless a contrary intention appears, the provisions of the Original Debenture shall apply to the assets which are charged or assigned under Clause 2 (*Security Assets*) and shall be deemed to be incorporated into this Supplemental Debenture, mutatis mutandis, as though set out in full in this Supplemental Debenture, with any reference to **"this**

"Agreement" being deemed to be a reference to **"this Supplemental Debenture"**, subject to any other necessary changes.

(b) Any references to the Security Agent or any Receiver shall include its Delegate.

1.2 ***Law of Property (Miscellaneous Provisions) Act 1989***

To the extent necessary for any agreement for the disposition of the Security Assets in this Supplemental Debenture to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Supplemental Debenture are incorporated into this Supplemental Debenture.

1.3 ***Implied covenants for title***

The obligations of the Chargor under this Supplemental Debenture shall be in addition to the covenants for title deemed to be included in this Supplemental Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.4 ***Effect as a deed***

This Supplemental Debenture is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

1.5 ***Trusts***

(a) The Security Agent holds the benefit of this Supplemental Debenture on trust for the Secured Parties in accordance with the terms of clause 30 (*The Security Agent*) of the Facility Agreement.

(b) The perpetuity period for any trusts created by this Supplemental Debenture is 125 years.

2. ***Security Assets***

2.1 Supplemental to clause 3 (*Security Assets*) of the Original Debenture, the Chargor, as security for the payment of the Secured Liabilities:

(a) charges in favour of the Security Agent, with full title guarantee, by way of legal mortgage, the Additional Property; and

(b) assigns, by way of security, with full title guarantee to the Security Agent all its rights, title and interest in:

(i) the Insurances and the Insurance Proceeds;

(ii) all Rental Income;

(iii) any Lease Documents; and

(iv) other assets,

in each case relating to the Additional Property, together with all Related Rights relating thereto.

2.2 The Chargor hereby irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that Additional Property on the prescribed Land Registry form and in the following or substantially similar terms:

EXECUTION VERSION

"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 supplemental debenture dated • in favour of Barclays Bank plc referred to in the charges register."

- 2.3 The Finance Parties must perform their obligations under the Facility Agreement (including any obligation to make available further advances). In relation to the Additional Property, the Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that Additional Property of the obligation to make further advances.

3. **Continuation**

- 3.1 Except insofar as supplemental hereby, the Original Debenture will remain in full force and effect.

- 3.2 The Chargor agrees that the execution of this Supplemental Debenture shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Debenture.

- 3.3 References in the Original Debenture to **"this Deed"** and expressions of similar import shall be deemed to be references to the Original Debenture as supplemented by this Supplemental Debenture and to this Supplemental Debenture.

- 3.4 This Supplemental Debenture is designated as a Finance Document.

4. **Governing law**

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

5. **Jurisdiction**

- 5.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture (including a dispute relating to the existence, validity or termination of this Supplemental Debenture or any non-contractual obligation arising out of or in connection with this Supplemental Debenture) (a **"Dispute"**).

- 5.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

- 5.3 This clause is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

In witness this Supplemental Debenture is executed on the date appearing at the head of page 1.

Schedule 1

Additional Property

	Description/Address	Owner	Freehold/ Leasehold	Title Number	Site name
1.	Land at Hazelbadge Road, Poynton, Stockport, Cheshire East SK12 1HE	Elan Homes Limited	Freehold	CH694307 CH257462 CH706417	Hazelfields

Signatures

Chargor

Executed as a Deed by Elan
Homes Limited, acting by
Adrian Bravington, a director in the
presence of:

Director

Witness' signature:

Witness' name:

Witness' address:

J A Bogan

EXECUTION VERSION

Security Agent

Barclays Bank PLC

By: sam wakerly

