



Registration of a Charge

Company Name: **GLENTROOL ESTATES GROUP LIMITED**

Company Number: **03832605**



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Details of Charge

Date of creation: **30/06/2023**

Charge code: **0383 2605 0025**

Persons entitled: **GLENTROOL LAND AND ESTATES LIMITED**

Brief description: **LAND LYING TO THE SOUTH OF BISHOPDYKE ROAD, SHERBURN IN ELMET, LEEDS AND REGISTERED AT LAND REGISTRY UNDER TITLE NUMBER NYK410912.**

Contains fixed charge(s).

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: **DAC BEACHCROFT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3832605

Charge code: 0383 2605 0025

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2023 and created by GLENTROOL ESTATES GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th July 2023 .

Given at Companies House, Cardiff on 5th July 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**

DAC BEACHCROFT

Dated 30 June 2023

(1) GLENTROOL ESTATES GROUP LIMITED

- and -

(2) GLENTROOL LAND AND ESTATES LIMITED

SUPPLEMENTAL LEGAL CHARGE TO A SECURITY AGREEMENT DATED 19 DECEMBER 2016

**RELATING TO LAND LYING TO THE SOUTH OF BISHOPDYKE ROAD, SHERBURN IN ELMET,
LEEDS**

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2023

GLE - SUPPLEMENTAL LEGAL CHARGE (SHERBURN)(150801605.1)

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THIS DEED is made the 30th day of June 2023

BETWEEN:

- (1) **GLENTROOL ESTATES GROUP LIMITED** incorporated and registered in England and Wales with company number 03832605 whose registered office is at 8 Wells Promenade, Ilkley, West Yorkshire LS29 9LF ("**Borrower**")
- (2) **GLENTROOL LAND AND ESTATES LIMITED** incorporated and registered in England and Wales with company number 10699549 whose registered office is at 8 Wells Promenade, Ilkley, West Yorkshire LS29 9LF ("**Lender**")

BACKGROUND:

- (A) The Borrower is a party to the Security Agreement (as defined below) as a chargor pursuant to which it granted security over all its present and future assets as security for the Secured Liabilities (as defined in the Security Agreement).
- (B) The Borrower enters into this Deed pursuant to clause 16 (Further Assurances) of the Security Agreement in order to more effectively perfect the security created by the Security Agreement over the Property (as defined below).

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed unless the context otherwise requires, terms defined in the Security Agreement shall have the same meaning when used in this Deed including, for the avoidance of doubt, when used in provisions of the Security Agreement incorporated by reference into this Deed. The following definitions also apply in this Deed.

"Property"	all of the property described in Schedule 1.
"Security Agreement"	all the security agreement entered into between the Borrower and Glentool Capital Partners LLP dated 19 December 2016 and novated to the Lender pursuant to a deed of novation dated 5 April 2017.
"Subordination Agreement"	the deed of priority dated on or about the date of this Deed between the Borrower as the company, the Lender as junior lender and Handelsbanken plc as senior lender.
"Supplemental Insurance Policy"	each contract and policy of insurance effected or maintained by the Borrower from time to time in respect of the Property, together with all monies paid or payable in respect of that contract or policy.
"Supplemental Secured Assets"	all the assets, property and undertaking of the Borrower, which are, or are intended to be, subject to the Security created by, or pursuant to, this Deed (and references to the Supplemental Secured Assets shall include references to any part of them).

1.2 Incorporation of Interpretation and Other Provisions

The provisions of clauses 1.2 to 1.7 (other than clause 1.4) of the Security Agreement shall (as far as the context permits) apply to this Deed as if set out in this Deed in full except that references in those clauses to "this Deed" shall be construed as references to this Deed.

1.3 Nature of Security Over Real Property

A reference in this Deed to a charge or mortgage of or over the Property includes:

- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of that Property at any time;
- (b) the proceeds of the sale of any part of that Property and any other monies paid or payable in respect of or in connection with that Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of that Property and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of that Property.

2. COVENANT TO PAY

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due.

3. GRANT OF SECURITY

3.1 Legal Mortgage

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender, by way of a legal mortgage, the Property.

3.2 Fixed Charges

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender, by way of a fixed charge:

- (a) the benefit of all other contracts, guarantees, appointments and warranties relating to the Property and other documents to which the Borrower is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Property or otherwise relating to the Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them);
- (b) all licences, consents and authorisations (statutory or otherwise) held or required in connection with its business carried on at the Property or the use of any Supplemental Secured Asset, and all rights in connection with them; and
- (c) all rights under and all its rights in each Supplemental Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Supplemental Insurance Policy.

4. COVENANTS

4.1 Negative Pledge and Disposal Restrictions

The Borrower shall not at any time, except with the prior written consent of the Lender:

-
- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Supplemental Secured Asset other than any Security created by this Deed or the Security Agreement;
 - (b) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Supplemental Secured Assets; or
 - (c) create or grant (or purport to create or grant) any interest in the Supplemental Secured Assets in favour of a third party.

5. PERFECTING THE SECURITY

5.1 Registration at the Land Registry

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the 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 [] in favour of Glentool Land and Estates Limited referred to in the charges register or their conveyancer."

6. INCORPORATION OF TERMS FROM SECURITY AGREEMENT

- 6.1 The provisions of clause 4 and clause 9 to clause 15 (inclusive) of the Security Agreement shall apply to this Deed and the Security constituted by it as if set out in this Deed in full (with the necessary modifications) and this Deed shall be construed with the intent and effect that all the rights, obligations, covenants, assurances and provisions, express or implied, contained in or subsisting in relation to the Security Agreement in those provisions shall apply to this Deed and to the Security constituted by it as if expressly set out in this Deed and as if references in the Security Agreement to:

- (a) "this Deed" were to this Deed;
- (b) an "Insurance Policy" were to a Supplemental Insurance Policy; and
- (c) a "Security Asset" were to the Property;

7. CONTINUATION OF EXISTING SECURITY

7.1 Security Agreement Remains in Full Force and Effect

Except as supplemented by this Deed, the Security Agreement remains in full force and effect. The definition of "Secured Assets" contained in the Security Agreement shall, for the avoidance of doubt, include all, or the relevant part, of the rights, property, assets and undertaking mortgaged, charged or assigned, as the case may be, under clause 3.

7.2 References to this Deed in Security Agreement

References in the Security Agreement to "this Deed" and similar expressions are deemed to be references to the Security Agreement as supplemented by this Deed.

8. COUNTERPARTS

8.1 Counterparts

-
- (a) This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.
 - (b) Transmission of an executed counterpart of this Deed (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
 - (c) No counterpart shall be effective until each party has executed and delivered at least one counterpart.

9. NOTICES

9.1 Delivery

Any notice or other communication given to a party under or in connection with this Deed shall be:

- (a) in writing;
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service; and
- (c) sent to the parties at the addresses set out at the beginning of this Deed or to such address is notified by one party to the other from time to time.

9.2 Receipt By Borrower

Any notice or other communication that the Lender gives to the Borrower shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address;
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting.

A notice or other communication given as described in this clause on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

9.3 Receipt By Lender

Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

9.4 Service of Proceedings

This clause 9 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9.5 No Notice By Email or Fax

A notice or other communication given under or in connection with this Deed is not valid if sent by email or fax.

10. SUBORDINATION AGREEMENT

The terms of this deed are subject to the terms of the Subordination Agreement.

11. GOVERNING LAW AND JURISDICTION

11.1 Governing Law

This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

11.2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of that other jurisdiction.

11.3 Other Service

The Borrower irrevocably consents to any process in any legal action or proceedings under clause 11.2 being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

THIS DEED has been entered into as a deed on the date stated at the beginning of it.

SCHEDULE 1

Property

PROPRIETOR	ADDRESS	TENURE	TITLE NUMBER
Glentroot Estates Group Limited	Land lying to the south of Bishopdyke Road, Sherburn in Elmet, Leeds	Freehold	NYK410912

SIGNATURE PAGE

EXECUTED as a DEED)
by **GLENTROOL ESTATES GROUP LIMITED**)
)

Director

Director/Secretary

EXECUTED as a DEED)
by **GLENTROOL LAND AND ESTATES LIMITED**)
)

Director

Director/Secretary

