



Registration of a Charge

Company Name: **ELIVIA HOMES LIMITED**

Company Number: **05011077**



Received for filing in Electronic Format on the: **11/09/2023**

XCBT2HLT

Details of Charge

Date of creation: **07/09/2023**

Charge code: **0501 1077 0018**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **FREEHOLD LAND KNOWN AS LAND ON THE EAST SIDE OF CHEQUERS LANE, WALTON ON THE HILL, TADWORTH WITH TITLE NUMBER SY880395**

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: **EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5011077

Charge code: 0501 1077 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th September 2023 and created by ELIVIA HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th September 2023 .

Given at Companies House, Cardiff on 12th September 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**

EVERSHEDS
SUTHERLAND

We certify this document as a true copy
of the original save for material redacted
pursuant to section 859G Companies Act
2006

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EXECUTION VERSION

Dated: 7 September 2023

- (1) BARCLAYS BANK PLC
- (2) ELIVIA HOMES LIMITED

Supplemental Mortgage

This Supplemental Mortgage is made on 7 September 2023 between:

- (1) **ELIVIA HOMES LIMITED** a company incorporated in England and Wales with company number 05011077 whose registered office is at Apollo House, Mercury Park, Wycombe Lane, Wooburn Green, Buckinghamshire, HP10 0HH (the "**Company**"); and
- (2) **BARCLAYS BANK PLC** as security trustee for the Secured Parties (the "**Security Agent**").

1. INTERPRETATION

1.1 Definitions

In this Supplemental Mortgage:

"Facility Agreement" means a facility agreement originally dated 9 November 2015 as amended and restated on 28 April 2016, 9 March 2018, 11 July 2019, 13 July 2020, 31 March 2021 and 16 December 2021, and as amended on 14 December 2022 and 6 June 2023, made between, amongst others, the Company, the Security Agent and the Finance Parties.

"Mortgaged Property" means the Real Property listed in Part I of the Schedule (*Details of Secured Property*).

"Secured Property" means the assets of the Company which from time to time are, or are expressed to be, the subject of any Security created by this Supplemental Mortgage.

"Security Agreement" means a security agreement dated 11 July 2019 made between, amongst others, the Company and the Security Agent.

1.2 Construction

In this Supplemental Mortgage:

1.2.1 unless a contrary indication appears, terms defined in the Facility Agreement and the Security Agreement have the same meaning in this Supplemental Mortgage;

1.2.2 the provisions of clause 1.2 (*Construction*) of the Security Agreement apply to this Supplemental Mortgage as if set out in full in this Supplemental Mortgage, except that:

1.2.2.1 references to "**this Deed**" in the Security Agreement shall be construed as references to this Supplemental Mortgage; and

1.2.2.2 references to the Real Property listed in Schedule 2 (*Secured Property*) to the Security Agreement shall be construed as references to the Schedule to this Supplemental Mortgage; and

1.2.3 all provisions in the Facility Agreement that are deemed to apply to the Finance Documents apply to this Supplemental Mortgage as if set out in full in this Supplemental Mortgage.

1.3 Incorporation of other terms

The terms of the other Finance Documents and of any side letters between any of the parties to this Supplemental Mortgage are incorporated into this Supplemental Mortgage to the extent required to comply with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 **Third party rights**

- 1.4.1 Unless expressly provided to the contrary in this Supplemental Mortgage, a person who is not a party to this Supplemental Mortgage has no right under the Contracts (Rights of Third Parties) Act 1999 (**the "Third Parties Act"**) to enforce or enjoy the benefit of any term of this Supplemental Mortgage.
- 1.4.2 Notwithstanding any term of this Supplemental Mortgage, the consent of any person who is not a party to this Supplemental Mortgage is not required to rescind or vary this Supplemental Mortgage at any time.

2. **COVENANT TO PAY**

The Company, as principal debtor and not just as surety, covenants with the Security Agent to pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

3. **GRANT OF SECURITY**

3.1 **Mortgage**

The Company charges by way of first legal mortgage the Mortgaged Property.

3.2 **Fixed charges**

The Company charges by way of first fixed charge:

- 3.2.1 to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*), the Mortgaged Property;
- 3.2.2 all its plant, machinery, vehicles, computers and other equipment situated on or forming part of the Mortgaged Property, excluding stock in trade, to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*);
- 3.2.3 all its Bank Accounts maintained with a Secured Party, and all monies (including interest) at any time standing to the credit of such account, to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.4 all its Insurances, to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.5 all its Book Debts including Rental Income, to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.6 all its goodwill and uncalled capital;
- 3.2.7 all its Intellectual Property;
- 3.2.8 all its Subordinated Debt, to the extent not effectively assigned under Clause 3.3 (*Assignment*); and
- 3.2.9 (save to the extent assigned under Clause 3.3 (*Assignment*)), all Associated Benefits relating to any of the Secured Property.

3.3 **Assignment**

The Company assigns by way of security:

- 3.3.1 the Insurances listed in Part II of the Schedule (*Details of Secured Property*);
- 3.3.2 the Lease Documents;

- 3.3.3 all of its right in the Rental Income;
- 3.3.4 all of its rights in respect of its Subordinated Debt;
- 3.3.5 all its Subordinated Debt Documents;
- 3.3.6 all its Development Documents;
- 3.3.7 the Assigned Agreements; and
- 3.3.8 any agreement in, under or to which it has any right, benefit or interest in by virtue of the Third Parties Act,

together with all Associated Benefits relating to the Secured Property.

4. **INCORPORATION OF PROVISIONS**

The terms of the Security Agreement apply to the Mortgaged Property to the extent that they apply to the Real Property listed in Schedule 2 (*Secured Property*) of the Security Agreement and will be deemed to be incorporated into this Supplemental Mortgage as if set out in full in this Supplemental Mortgage, except that:

- 4.1.1 **references to "this Deed" in the Security Agreement shall be construed as references to this Supplemental Mortgage; and**
- 4.1.2 references to the Real Property listed in Schedule 2 (*Secured Property*) to the Security Agreement shall be construed as references to the Schedule to this Supplemental Mortgage.

5. **RESTRICTION**

The Company shall ensure that a restriction in the following terms is entered on the register of title of the Mortgaged Property at HM 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 [DATE OF THIS SUPPLEMENTAL MORTGAGE] in favour of Barclays Bank PLC referred to in the charges register, or its conveyancer."

and, where applicable, notice of any obligation on the Secured Parties to make further advances under the terms of the Finance Documents. The Company shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

6. **CONTINUATION**

- 6.1 Except as supplemented by this Supplemental Mortgage, the Security Agreement will remain in full force and effect.
- 6.2 On and from the date of this Supplemental Mortgage:
 - 6.2.1 this Supplemental Mortgage and the Security Agreement shall be read and **construed as one document and, in particular, the definition of "Secured Property" in the Security Agreement shall include the Secured Property; and**
 - 6.2.2 **the Company acknowledges that references to a "Security Agreement" in the Facility Agreement are references to the Security Agreement as supplemented by this Supplemental Mortgage.**

7. **COUNTERPARTS**

This Supplemental Mortgage 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 the Supplemental Mortgage.

8. **GOVERNING LAW**

This Supplemental Mortgage and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

9. **EXECUTION**

This Supplemental Mortgage is intended to take effect as a deed notwithstanding the fact that any party may only execute this deed underhand.

10. **JURISDICTION**

10.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Mortgage (including a dispute regarding the existence, validity or termination of this Supplemental Mortgage) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").

10.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Supplemental Mortgage may argue to the contrary.

10.3 This Clause 10 is for the benefit of the Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

This Supplemental Mortgage is executed as a deed by the Company and signed by the Security Agent and delivered on the date stated at the beginning of this Supplemental Mortgage.

SCHEDULE**Details of Secured Property****Part I – Mortgaged Property**

Address/description of the Real Property	Title number
Freehold land known as land on the east side of Chequers Lane Walton on the Hill Tadworth	SY880395

Part II – Insurances

Brief description of policy, including policy number	Date of policy	Insurance company or underwriter (including address for service of notices)
Contractor's All Risks Insurance – Policy Number 100592672CSI	31 March 2023 to 30 March 2024	Aviva Insurance Limited Pitheavlis Perth PH2 0NH
Professional Risks Indemnity Insurance – Policy Number PI21A826902	16 February 2023 to 30 March 2024	HCC International Insurance Company plc Tokio Marine HCC Fitzwilliam House 10 St Mary Axe London EC3A 8BF

EXECUTION of SUPPLEMENTAL MORTGAGE

The Company

Executed as a deed by)
ELIVIA HOMES LIMITED,)
acting by one director in the presence of:)

Redacted - Eversheds
Sutherland (International) LLP

Director

Witness signature:

Redacted - Eversheds
Sutherland (International)
LLP

Name: Christopher Chiles

Witness name:

Robin Armstrong

Witness address:

Redacted - Eversheds
Sutherland (International)
LLP

The Security Agent

Signed by Lu Li)
for and on behalf of)
BARCLAYS BANK PLC)

Redacted - Eversheds
Sutherland (International) LLP

Authorised signatory of
BARCLAYS BANK PLC