



Registration of a Charge

Company Name: **LEA VALLEY LIMITED**

Company Number: **05025036**



XCIPHQEJ

Received for filing in Electronic Format on the: **19/12/2023**

Details of Charge

Date of creation: **15/12/2023**

Charge code: **0502 5036 0009**

Persons entitled: **SOLUTUS ADVISORS LIMITED**

Brief description: **THE INSTRUMENT CONTAINS CHARGES (NOT EXPRESSED TO BE FLOATING CHARGES) OVER ALL OF THE COMPANY'S RIGHTS IN ANY LAND, INTELLECTUAL PROPERTY AND VEHICLES, INCLUDING SPECIFICALLY FREEHOLD LAND KNOWN AS FINLAND PARK FARM, TURNER LANE, WOODLEY, STOCKPORT SK6 1QD REGISTERED AT HM LAND REGISTRY WITH TITLE NUMBER GM266705. SEE THE INSTRUMENT FOR MORE DETAILS.**

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:

JON SMITH, SOLICITOR, MAYER BROWN INTERNATIONAL LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5025036

Charge code: 0502 5036 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th December 2023 and created by LEA VALLEY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th December 2023 .

Given at Companies House, Cardiff on 21st December 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**

Dated 15 December 2023

- (1) **LEA VALLEY LIMITED** as Chargor
- (2) **SOLUTUS ADVISORS LIMITED** as Security Agent

SUPPLEMENTAL SECURITY AGREEMENT
relating to the Additional Property specified in Schedule
1

MAYER BROWN

LONDON

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THIS SUPPLEMENTAL SECURITY AGREEMENT is dated **15 December** 2023 and made between:

- (1) **LEA VALLEY LIMITED** a company incorporated in England and Wales whose registered office is at Canal Mill, Botany Bay, Chorley, Lancashire PR6 9AF with company number 05025036 (the "**Chargor**"); and
- (2) **SOLUTUS ADVISORS LIMITED** as trustee for the Secured Parties (the "**Security Agent**").

BACKGROUND:

- (A) By a facility agreement entered into on 20 December 2019 and between, amongst others, (1) Chapelmount Properties Limited as Borrower, (2) the Chargor as an Obligor, (3) ENIV, acting for and on behalf of its compartment ENIV 2019 – MAX II as the Arranger, (4) the financial institution listed in Schedule 1 to the Facility Agreement as Original Lender, (5) Solutus Advisors Limited as Agent and (6) Solutus Advisors Limited as Security Agent as amended from time to time, including pursuant to an amendment letter dated 31 January 2020, a deed of amendment and restatement dated 23 July 2021 and a deed of amendment and restatement dated 28 September 2022 (the "**Facility Agreement**"), a £200,000,000 term loan facility has been made available by the Original Lender to the Borrower on the terms of the Facility Agreement.
- (B) By security agreements dated 3 February 2020, 23 July 2021 and 29 September 2022 and entered into between, amongst others, the Chargor as chargor and the Security Agent (the "**Security Agreements**"), the Chargor and others created fixed and floating charges over all of their respective property, assets and undertaking as security for the Secured Liabilities (as defined in each Security Agreement).
- (C) On the date of this Supplemental Security Agreement, the Additional Property has been transferred to the Chargor.
- (D) The Chargor has agreed to grant a legal charge over the Additional Property in favour of the Security Agent.
- (E) By this Supplemental Security Agreement, the Chargor grants that legal charge to the Security Agent. The Security Agent holds the benefit of this Supplemental Security Agreement, including the security created and other rights granted in it, on trust for the Secured Parties on the terms set out in the Facility Agreement.
- (F) This document is the deed of the Chargor, even if it has not been duly executed by the Security Agent or has been executed by the Security Agent but not as a deed.

THIS DEED WITNESSES that:

1. DEFINITIONS AND INTERPRETATION

1.1 Terms defined in the Finance Documents

Terms defined in the Security Agreements or, failing that, the Facility Agreement but not defined in this Supplemental Security Agreement shall have the same meaning in

the Supplemental Security Agreement as in the relevant Security Agreement or, as the case may be, the Facility Agreement. In this Supplemental Security Agreement:

"Additional Property" means the property brief details of which are set out in the Schedule (*Additional Property*).

1.2 Interpretation

Clause 1.3 (*Construction*) of each Security Agreement (including its incorporation of Clause 1.2 (*Construction*) of the Facility Agreement) shall apply as if set out in full again here, with references to "this Security Agreement" being construed as references to this Supplemental Security Agreement and with such other changes as are appropriate to fit this context.

1.3 Incorporation

For the purposes of s2 Law of Property (Miscellaneous Provisions) Act 1989, the terms of any Finance Document to which the Security Agent and the Chargor are parties (other than this Supplemental Security Agreement) are incorporated in this Supplemental Security Agreement.

1.4 Inconsistency

If there is any inconsistency between the terms of this Supplemental Security Agreement and those of the Facility Agreement, the terms of the Facility Agreement shall prevail.

1.5 Third party rights

- (a) A person who is not a party to this Supplemental Security Agreement (a **"Party"**) (other than any Receiver or Delegate) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Supplemental Security Agreement.
- (b) Notwithstanding Clause 1.5(a), no consent of any person who is not a Party is required to rescind or vary this Supplemental Security Agreement at any time.

2. SECURITY

2.1 Legal charge

As security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Security Agent by way of first legal mortgage all of its rights as at the date of this Supplemental Security Agreement in the Additional Property, together with all of its rights in all buildings, plant, machinery and other fixtures and fittings from time to time on the Additional Property and any proceeds of disposal of all or any part of the Additional Property. The Additional Property and the other assets referred to in this Clause 2.1 are collectively referred to as the **"Additional Property Asset"**.

2.2 Confirmation of security created by the Security Agreements

The Chargor acknowledges:

- (a) that the Additional Property falls with the definition of "Mortgaged Properties" in Clause 1.2 (*Definitions*) of each Security Agreement;
- (b) that all its rights in Rental Income and all its other rights under any Lease Document referable to an Additional Property have been assigned to the Security Agent by Clause 3.2(c) (*Land*) of each Security Agreement; and
- (c) that all of its other assets in, on or otherwise referable to the Additional Properties are secured to the Security Agent by Clauses 3.2 (*Land*), 3.6 (*Insurances*), 3.7 (*Assignment of documents*), 3.8 (*Miscellaneous fixed charges*) and 3.9 (*Floating charge*) of each Security Agreement.

3. INCORPORATION OF SECURITY AGREEMENT PROVISIONS

The provisions of Clauses 4 (*Perfection of security and further assurance*) to 25 (*Enforcement*) of each Security Agreement (apart from Clauses 7.1(a) (*Registration at Land Registry*) and 24 (*Governing law*)) shall apply as if set out in full here, with such changes as are appropriate to fit this context. In particular, for these purposes references to "**this Security Agreement**" shall be construed as references to this Supplemental Security Agreement and references to the Mortgaged Properties or the Security Assets shall be construed as references to the Additional Property or the Additional Property Asset respectively.

4. REGISTRATION AT HM LAND REGISTRY

The Chargor shall do all things required by the Security Agent to facilitate the registration of this Supplemental Security Agreement against any HM Land Registry title comprised in the Additional Property. For that purpose, the Chargor shall:

- (a) apply to the Chief Land Registrar for a restriction to be entered on the title to the Additional Property in the following terms: "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 Solutus Advisors Limited referred to in the charges register or their conveyancer"; and
- (b) if the Security Agent so requests, certify that the security over the Additional Property created by this Supplemental Security Agreement does not contravene any of the provisions of its constitutional documents.

5. RELATIONSHIP WITH OTHER FINANCE DOCUMENTS

5.1 Security Document and Finance Document

This Supplemental Security Agreement is a Security Document and so a Finance Document.

5.2 Supplemental

This Supplemental Security Agreement is supplemental to the Security Agreements, to the intent that in relation to the Additional Property Asset it and the Security Agreements shall be read and construed as one document.

5.3 Continuation of the Security Agreements

Except as supplemented by this Supplemental Security Agreement, the Security Agreements shall continue in full force and effect.

6. GOVERNING LAW

This Supplemental Security Agreement is governed by, and shall be construed in accordance with, English law.

EXECUTION:

The parties have shown their acceptance of the terms of this Supplemental Security Agreement by executing it, in the case of the Chargor as a deed, at the end of the Schedule.

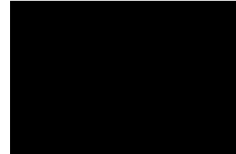
**SCHEDULE
THE ADDITIONAL PROPERTY**

Description of Property	Title number	Tenure
Land known as Finland Park Farm, Turner Lane, Woodley, Stockport SK6 1QD	GM266705	Freehold

EXECUTION of Supplemental Security Agreement:

Chargor

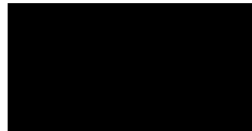
EXECUTED as a deed by **LEA VALLEY**)
LIMITED acting by a director)
)



Claire Sharp

In the presence of:

Witness's signature:



Witness's name

(in capitals): **Julia Gidley**

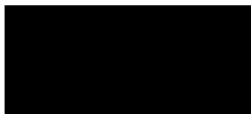
Witness's address:

**Canal Mill
Botany Brow
Chorley
PR6 9AF**

Security Agent

For and on behalf of
SOLUTUS ADVISORS LIMITED

By:



Jean Howarth