



**Registration of a Charge**

Company Name: **ELAN HOMES HOLDINGS LTD.**

Company Number: **06732886**



Received for filing in Electronic Format on the: **04/04/2023**

XC0PLLNK

**Details of Charge**

Date of creation: **31/03/2023**

Charge code: **0673 2886 0028**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **54 BRYNING LANE, WREA GREEN, PRESTON PR4 2NL AND LAND ON THE WEST SIDE OF 54 BRYNING LANE, WREA GREEN, PR4 2NL REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBERS LA572258 AND LAN130430; LAND AND BUILDINGS ON THE EAST SIDE OF BALMORAL DRIVE, CROSSSENS, SOUTHPORT REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER MS380748; LAND ON THE WEST SIDE OF THE FAIRWAYS, DUKINFIELD REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBERS MAN372593; LAND ON THE EAST SIDE OF GREENBANK TERRACE, LOWER DARWEN, LANCASHIRE PURSUANT TO A TRANSFER OF PART DATED 9 SEPTEMBER 2022 BETWEEN BARNFIELD BLACKBURN LIMITED (1) AND ELAN HOMES LIMITED (2) AND GRANTED OUT OF TITLE NUMBER LA852143; SWINTON HALL NURSING HOME AND 188/190 WORSLEY ROAD, SWINTON M27 5SN REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER GM484210; LAND ON THE SOUTH SIDE OF BENNETTS LANE, BLACKPOOL REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER LAN251522; (A) LAND AT FERN WAY, ILFRACOMBE; AND (B) LAND AT THE SHIELDS, ILFRACOMBE EX34 8JX REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBERS DN499373 AND DN577358; LORNE HOUSE, ROTTEN ROW, LICHFIELD WS13 6JB REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBERS SF180799; LAND COMPRISING: (A) 435 WATLING STREET, TWO GATES, TAMWORTH B77 1EL; AND (B) LAND ON THE SOUTH WEST SIDE OF WATLING STREET, TWO GATES, TAMWORTH AS MORE PARTICULARLY DESCRIBED IN A TRANSFER DATED 21 OCTOBER 2022 BETWEEN RUTH ELAINE WHORTON (1) AND ELAN HOMES MIDLANDS LIMITED (2) FORMERLY PART OF TITLES SF363937 AND SF508572; LAND LYING TO THE SOUTH OF EDDIES LANE, ELFORD,**

TAMWORTH REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER SF665056; LAND ON THE NORTH SIDE OF POPES LANE, WOLVERHAMPTON REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER SF665706; WALSHES FARM, THE COMMON, ABBERLEY, WORCESTER WR6 6AY REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER WR191556; AND LAND AT OLD WELLS, GLASTONBURY REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER WS91611.

Contains fixed charge(s).

Contains negative pledge.

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### **Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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### **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: **DWF LAW LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 6732886

Charge code: 0673 2886 0028

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2023 and created by ELAN HOMES HOLDINGS LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th April 2023 .

Given at Companies House, Cardiff on 8th April 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

## **Supplemental Debenture**

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

Dated *31 March* 2023

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This Deed is made on

31<sup>st</sup> March

2023

Between:

- (1) **Elan Homes Holdings Limited** a company incorporated in England and Wales (company number 06732886) whose registered office is 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 and other property and assets pursuant to the Business and Asset Purchase Agreement and / or the Acquisition Documents (each as defined below) 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:

**"Acquisition Documents"** has the meaning given to that term in the Business and Asset Purchase Agreement.

**"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).

**"Business and Asset Purchase Agreement"** means the business and asset purchase agreement dated on or about the date of this Deed and made between (1) Elan Homes Limited (company number 03215914), Elan Homes Lancashire Limited (company number 06779660) and Elan Homes Midlands Limited (company number 03017085) as Sellers and (2) the Chargor as Buyer.

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

**"Non-Property Assets"** means the Assets (as that term is defined in the Business and Asset Purchase Agreement) other than the Additional Property.

**"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 Deed"** 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;
- (b) charges in favour of the Security Agent, with full title guarantee, by way of fixed charge (to the extent they are not effectively assigned by way of security pursuant to paragraph (c) below) the Non-Property Assets; and

(c) 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 or otherwise comprising Non-Property Assets, 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:

*"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.	54 Bryning Lane, Wrea Green, Preston PR4 2NL and Land on the West Side of 54 Bryning Lane, Wrea Green, PR4 2NL	Elan Homes Holdings Ltd (CRN: 06732886)	Freehold	LA572258 and LAN130430	Wrea Green Meadows
2.	Land and Buildings on the East Side of Balmoral Drive, Crossens, Southport	Elan Homes Holdings Ltd (CRN: 06732886)	Freehold	MS380748	Balmoral Gardens
3.	Land on the West Side of The Fairways, Dukinfield	Elan Homes Holdings Ltd (CRN: 06732886)	Freehold	MAN372593	Greenside View
4.	Land on the East Side of Greenbank Terrace, Lower Darwen, Lancashire pursuant to a Transfer of part dated 9 September 2022 between Barnfield Blackburn Limited (1) and Elan Homes Limited (2) and granted out of title number LA852143.	Elan Homes Holdings Ltd (CRN: 06732886)	Freehold	Formerly part of title LA852143	Tower Gardens
5.	Swinton Hall Nursing Home and 188/190 Worsley Road, Swinton M27 5SN	Elan Homes Holdings Ltd (CRN: 06732886)	Freehold	GM484210	Birchfield Court
6.	<del>Land at Hazelhedge Road, Poynton comprising:</del> <del>(a) Land lying to the North and West of Hazelhedge Road, Poynton, Stockport;</del> <del>(b) Land lying to the North East of Hazelhedge Road, Poynton, Stockport; and</del> <del>(c) Land on the North Side of Chester Road, Poynton, Stockport</del>	<del>Elan Homes Holdings Ltd (CRN: 06732886)</del>	<del>Freehold</del>	<del>GN257462</del> <del>CH684367 and</del> <del>CH796447</del>	<del>Hazelhedge</del>
7.	Land on the South Side of Bennetts Lane, Blackpool	Elan Homes Holdings Ltd (CRN: 06732886)	Freehold	LAN251522	Redwood Gardens

8.	(a) Land at Fern Way, Ilfracombe; and (b) Land at the Shields, Ilfracombe EX34 8JX	Elan Homes Holdings Ltd (CRN: 06732886)	Freehold	DN499373 and DN577358	Seascapes
9.	Lorne House, Rotten Row, Lichfield WS13 6JB	Elan Homes Holdings Ltd (CRN: 06732886)	Freehold	SF180799	The Sidings
10.	Land comprising: (a) 435 Watling Street, Two Gates, Tamworth B77 1EL; and (b) Land on the South West Side of Watling Street, Two Gates, Tamworth  As more particularly described in a Transfer dated 21 October 2022 between Ruth Elaine Whorton (1) and Elan Homes Midlands Limited (2).	Elan Homes Holdings Ltd (CRN: 06732886)	Freehold	Formerly part of titles SF363937 and SF508572	Dosthill Gate
11.	Land lying to the South of Eddies Lane, Eftord Tamworth	Elan Homes Holdings Ltd (CRN: 06732886)	Freehold	SF665056	Seven Acres
12.	Land on the North Side of Popes Lane Wolverhampton	Elan Homes Holdings Ltd (CRN: 06732886)	Freehold	SF665706	Vardons Keep
13.	Walshes Farm, The Common, Abberley, Worcester WR6 6AY	Elan Homes Holdings Ltd (CRN: 06732886)	Freehold	WR191556	Three Js
14.	Land at Old Wells, Glastonbury	Elan Homes Holdings Ltd (CRN: 06732886)	Freehold	WS91611	Avalon

**Signatures**

**The Chargor**

Executed as a Deed by Elan )  
Homes Holdings Limited, acting by )  
....., a director in the )  
presence of: ) Director


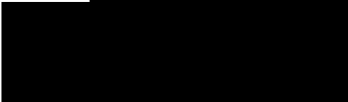
Witness' signature: .....

Witness' name: .....

Witness' address: .....

**Security Agent**

**Barclays Bank PLC**

By:   




## **Supplemental Debenture**

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Dated *31 March* 2023

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- (c) the Related Rights arising in relation to any of the assets described in paragraphs (a) and (b).

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- (c) 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 or otherwise comprising Non-Property Assets, 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:

*"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 31 March 2023 in favour of Barclays Bank plc referred to in the charges register."*

*Done*

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

**Schedule 1**

**Additional Property**

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2.	Land and Buildings on the East Side of Balmoral Drive, Crossens, Southport	Elan Homes Holdings Ltd (CRN: 06732886)	Freehold	MS380748	Balmoral Gardens
3.	Land on the West Side of The Fairways, Dukinfield	Elan Homes Holdings Ltd (CRN: 06732886)	Freehold	MAN372593	Greenside View
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5.	Swinton Hall Nursing Home and 188/190 Worsley Road, Swinton M27 5SN	Elan Homes Holdings Ltd (CRN: 06732886)	Freehold	GM484210	Birchfield Court
6.	<del>Land at Hazelbadge Road, Poynton comprising:</del> <del>(a) Land lying to the North and West of Hazelbadge Road, Poynton, Stockport;</del> <del>(b) Land lying to the North East of Hazelbadge Road, Poynton, Stockport; and</del> <del>(c) Land on the North Side of Chester Road, Poynton, Stockport.</del>	<del>Elan Homes Holdings Ltd (CRN: 06732886)</del>	<del>Freehold</del>	<del>CH257462</del> <del>CH694387; and</del> <del>CH706417</del>	<del>Hazelfields</del>
7.	Land on the South Side of Bennetts Lane, Blackpool	Elan Homes Holdings Ltd (CRN: 06732886)	Freehold	LAN251522	Redwood Gardens

ELAP

8.	(a) Land at Fern Way, Ilfracombe; and (b) Land at the Shields, Ilfracombe EX34 8JX	Elan Homes Holdings Ltd (CRN: 06732886)	Freehold	DN499373 DN577358 and	Seascapes
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13.	Walshes Farm, The Common, Abberley, Worcester WR6 6AY	Elan Homes Holdings Ltd (CRN: 06732886)	Freehold	WR191556	Three Js
14.	Land at Old Wells, Glastonbury	Elan Homes Holdings Ltd (CRN: 06732886)	Freehold	WS91611	Avalon

**Signatures**

**The Chargor**

Executed as a Deed by Elan )  
Homes Holdings Limited, acting by )  
*J. Kenyon* a director in the )  
presence of: ) Director

Witness' signature: )

Witness' name: *M. P. Piper*

Witness' address: DLA Piper UK LLP  
3rd Floor  
The Plaza  
100 Old Hall Street  
Liverpool L3 9QJ

**Security Agent**

**Barclays Bank PLC**

By: