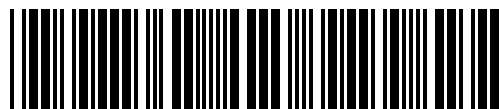




**Registration of a Charge**

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

Company Number: **06732886**



Received for filing in Electronic Format on the: **26/03/2024**

XCZQ3X8G

**Details of Charge**

Date of creation: **20/03/2024**

Charge code: **0673 2886 0033**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY TRUSTEE FOR THE SECURED PARTIES**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS LAND ON THE EAST SIDE OF STOURPORT ROAD, BEWDLEY REGISTERED WITH TITLE NUMBER WR109650.**

**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: **ADDLESHAW GODDARD LLP**



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

Company number: 6732886

Charge code: 0673 2886 0033

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th March 2024 and created by ELAN HOMES HOLDINGS LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th March 2024 .

Given at Companies House, Cardiff on 28th March 2024

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



- (1) **ELAN HOMES HOLDINGS LTD. as Chargor**
- (2) **BARCLAYS BANK PLC as Security Agent**

Dated *20 March* 2024

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This Deed is made on

20 March

2024

Between:

- (1) **Elan Homes Holdings Ltd.** (registered in England and Wales with number 06732886) (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 2 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, Elan Homes Holdings Ltd. (as Borrower), the companies listed in Part 1 of Schedule 1 thereto (as Original Guarantors), Barclays Bank PLC and Lloyds Bank plc (as Arrangers), the financial institutions listed in Part 2 of Schedule 1 thereto (as Original Lenders), the financial institutions listed in Part 3 of Schedule 1 thereto (as Original Hedge Counterparties), Barclays Bank PLC (as Agent) 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.

##### 1.2 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 3 (*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.

**1.3 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.

**1.4 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.

**1.5 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.

**1.6 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.

**1.7 Counterparts**

This Deed may be executed in any number of counterparts, and by each party on separate counterparts.

**2. Covenant to pay**

The Chargor as primary obligor covenants with the Security Agent (as security trustee for the Secured Parties) that it will pay and discharge the Secured Liabilities when the same become due for payment and discharge in accordance with the terms of the Finance Documents.

**3. Security Assets**

3.1 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 first fixed charge:

(i) all fixed and permanent Plant and Machinery at the Additional Property; and

- (ii) all Plant and Machinery at the Additional Property not effectively charged under sub-clause 3.1(b)(i); 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, together with all Related Rights relating thereto.

- 3.2 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."*

- 3.3 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.

#### 4. **Negative pledge**

- 4.1 The Chargor will not create or permit to subsist any Security over any of its Security Assets.
- 4.2 Clause 4.1 does not apply to any Security which is expressly permitted pursuant to the terms of the Facility Agreement.

#### 5. **Continuation**

- 5.1 Except insofar as supplemental hereby, the Original Debenture will remain in full force and effect.
- 5.2 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.
- 5.3 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.
- 5.4 This Supplemental Debenture is designated as a Finance Document.

#### 6. **Governing law**

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

**7. Jurisdiction**

- 7.1 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**").
- 7.2 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.
- 7.3 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.



**The Schedule**  
**Additional Property**

<b>Description/Address</b>	<b>Freehold/ Leasehold</b>	<b>Title Number</b>	<b>Site name</b>
Land on the east side of Stourport Road, Bewdley	Freehold	WR109650	Bewdley, Worcestershire

**Signatures**

**The Chargor**

Executed as a Deed by Elan Homes )  
Holdings Ltd., acting by )

ADRIAN BRAVINGTON ) a director in the )  
presence of: )

Director

Witness' signature:

Witness' name:

Witness' address:

**Security Agent**

**Barclays Bank PLC**

By:



- (1) ELAN HOMES HOLDINGS LTD. as Chargor
- (2) BARCLAYS BANK PLC as Security Agent

Dated 20 March 2024

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  - (i) all fixed and permanent Plant and Machinery at the Additional Property; and

- (ii) all Plant and Machinery at the Additional Property not effectively charged under sub-clause 3.1(b)(i); and
- (c) assigns, by way of security, with full title guarantee to the Security Agent all its rights, title and interest in:
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**The Schedule**  
**Additional Property**

Description/Address	Freehold/ Leasehold	Title Number	Site name
Land on the east side of Stourport Road, Bewdley	Freehold	WR109650	Bewdley, Worcestershire

## Signatures

### The Chargor

Executed as a Deed by Elan Homes )  
Holdings Ltd., acting by )

....., a director in the )  
presence of: ) Director

Witness' signature: .....

Witness' name: .....

Witness' address: .....

.....

.....

### Security Agent

Barclays Bank PLC

By:

