

MR01

Particulars of a charge

673026/23

laserform



Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with
Please see 'How to pay'



What this form is for

You may use this form to register
a charge created or evidenced by
an instrument.



What this form is NOT

You may not use this form to
register a charge where
instrument. Use form MF

WEDNESDAY



LD2 *L7YPVSOG* #79
06/02/2019
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1

Company details

Company number 0 6 9 4 4 0 3 9

Company name in full THE ESLAND GROUP LIMITED

9

For official use

Filling in this form

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date 0 4 m 0 m 2 y 2 y 0 y 1 y 9

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name GLAS TRUST CORPORATION LIMITED

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

① This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X MACFARLANES LLP

X

This form must be signed by a person with an interest in the charge.

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name DXA

Company name Macfarlanes LLP

Address 20 Cursitor Street

Post town

County/Region London

Postcode

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C

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A

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L

T

Country UK

DX DX No: 138 Chancery Lane

Telephone +44 (0)20 7831 9222



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6944039

Charge code: 0694 4039 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th February 2019 and created by THE ESLAND GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th February 2019.

DX
Given at Companies House, Cardiff on 11th February 2019



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

Deed of Accession

DATE 4 February 2019

PARTIES

- 1 The entities listed in Schedule 1 (*Additional Chargors*) to this deed (each an "**Additional Chargor**" and together the "**Additional Chargors**"; and
- 2 **GLAS Trust Corporation Limited** as security agent and trustee for the Secured Parties (the "**Security Agent**").

BACKGROUND

- A Each Additional Chargor is a Subsidiary of Picnic Bidco Limited.
- B Picnic Bidco Limited has entered into a security agreement dated 4 February 2019 (the "**Security Agreement**") between the Chargors under and as defined in the Security Agreement and the Security Agent.
- C Each Additional Chargor has agreed to enter into this deed and to become an Additional Chargor under the Security Agreement.
- D The Security Agent and the Additional Chargors intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- E The Security Agent holds the benefit of this deed on trust for the Secured Parties on the terms of the Finance Documents.

IT IS AGREED as follows:

1 Definitions and interpretation

Terms defined in the Security Agreement have the same meaning in this deed unless given a different meaning in this deed. This deed is a Finance Document.

2 Accession and covenant to pay

2.1 With effect from the date of this deed each Additional Chargor:

- 2.1.1 will become a party to the Security Agreement as a Chargor; and
- 2.1.2 will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor.

2.2 Each Additional Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Secured Parties when the same become due whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be

SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G
COMPANIES ACT 2006, THIS COPY INSTRUMENT IS
CERTIFIED TO BE A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.

MACFARLANES LLP
20 CURSITOR STREET
LONDON EC4A 1LT
DATE: 6 FEBRUARY 2019

incurred by the Secured Parties in relation to any such Secured Liabilities or generally in respect of the Chargors.

- 2.3 Neither the covenant to pay in clause 2.2 above nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law.

3 Grant of security

3.1 Fixed security

As a continuing security for the payment or discharge of the Secured Liabilities, each Additional Chargor with full title guarantee hereby:

- 3.1.1 grants to the Security Agent (as trustee for the Secured Parties), a charge by way of legal mortgage over all its Properties which are listed in schedule 2 (*Properties currently owned*) to this deed;

- 3.1.2 charges to the Security Agent (as trustee for the Secured Parties), by way of first fixed charge, all its:

3.1.2.1 Properties now owned by it to the extent that they are not the subject of a charge by way of legal mortgage pursuant to clause 3.1.1 above;

3.1.2.2 Properties acquired by it after the date of this deed;

3.1.2.3 Property Interests;

3.1.2.4 Equipment;

3.1.2.5 Securities;

3.1.2.6 Intellectual Property;

3.1.2.7 Accounts;

3.1.2.8 Pension Fund Interests; and

3.1.2.9 Goodwill and Uncalled Capital.

- 3.1.3 assigns to the Security Agent (as trustee for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies; and

- 3.1.4 assigns to the Security Agent (as trustee for the Secured Parties), absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements.

3.2 Floating Security

As a continuing security for the payment or discharge of the Secured Liabilities, each Additional Chargor with full title guarantee hereby charges to the Security Agent (as trustee for the Secured Parties), by way of first floating charge, all of its undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned pursuant to clauses 3.1.1-3.1.4 inclusive above.

3.3 Leasehold Security restrictions

Consent

- 3.3.1 For each leasehold property which is a Material Property held by an Additional Chargor under a lease which precludes either absolutely or conditionally (including requiring consent of any third party) that Additional Chargor from creating any charge over its leasehold interest in that property (the "Excluded Property") until the relevant condition or waiver has been satisfied or obtained.
- 3.3.2 For each Excluded Property, the relevant Additional Chargor undertakes to:
- 3.3.2.1 apply for the relevant consent or waiver of prohibition or conditions within thirty days of the date of this deed (in relation to Excluded Property owned at the date of this deed) or within thirty days of that Additional Chargor acquiring the Excluded Property (if otherwise) and, to use its reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible;
 - 3.3.2.2 upon request, keep the Security Agent informed of its progress in obtaining such consent or waiver; and
 - 3.3.2.3 forthwith upon receipt of such consent or waiver, provide the Security Agent with a copy.
- 3.3.3 Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent (as trustee for the Secured Parties) under clause 3.1.1, 3.1.2.1, 3.1.2.2 or 3.1.2.3 (*Fixed security*) as the case may be. If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Additional Chargor will execute a further valid fixed charge in such form as the Security Agent shall require.

Restriction

- 3.3.4 There shall be excluded from the security created by clauses 3.1.1, 3.1.2.1, 3.1.2.2 and 3.1.2.3 (*Fixed security*) any Excluded Property held by an Additional Chargor until the relevant condition or waiver referred to in clause 3.3.1 has been satisfied and obtained. For the avoidance of doubt, no Excluded Property shall be excluded from the security created by clause 3.2.1 (*Floating charge*) by operation of this clause 3.3.4.
- 3.3.5 If an Additional Chargor receives notice from a third party of its intention to bring proceedings against that Chargor for the forfeiture of that Additional Chargor's leasehold property which is (a) an Excluded Property, and (b) subject only to the security created by clause 3.2 (*Floating charge*) (a "Floating Charge Excluded Property"), the relevant Chargor will:
- 3.3.5.1 promptly on receipt of such notice or becoming aware of such intention, inform the Security Agent of the proceedings; and
 - 3.3.5.2 take all action necessary or which the Security Agent may reasonably request to resolve any issue or dispute with such third party (a "Property Dispute") in such a way as to enable the security created over such Floating Charge Excluded Property by this deed to remain in place.
- 3.3.6 Upon request from an Additional Chargor, the Security Agent may decide in its sole discretion to release the leasehold interest in respect of the relevant Floating Charge Excluded Property from the Security created by this deed if it considers that the Property Dispute relating to the relevant Floating Charge Excluded Property would otherwise result in the forfeiture of that Additional Chargor's leasehold interest therein.

3.3.7 Nothing in this clause 3.3 shall apply to any Short Leasehold Properties.

Land Registry restriction

3.3.8 In respect of any Material Property registered at the Land Registry each Chargor hereby consents to the entry of the following restriction on the register of its title to such Property:

3.3.9 "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 [] referred to in the charges register or their conveyancer".

3.3.10 Each Chargor authorises the Security Agent to make any application which it deems appropriate for the designation of this deed or any other Finance Document as an exempt information document under rule 136 Land Registration Rules 2003 and will use its reasonable endeavours to assist with any such application made by or on behalf of the Security Agent. Each Chargor will notify the Security Agent in writing as soon as it receives notice of any person's application under rule 137 Land Registration Rules 2003 for the disclosure of this deed or any other Finance Document, following its designation as an exempt information document and will not make any application under rule 138 Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document.

4 Miscellaneous

With effect from the date of this deed:

- 4.1 the Security Agreement will be read and construed for all purposes as if each Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this deed);
- 4.2 any reference in the Security Agreement to this deed and similar phrases will include this deed and all references in the Security Agreement to schedule 2 (*Properties currently owned*) (or any part of it) will include a reference to schedule 2 (*Properties currently owned*) to this deed (or relevant part of it).

5 Governing law

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

6 Counterparts

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

In Witness whereof this deed has been executed by the Additional Chargors and is intended to be and is hereby delivered as a deed the day and year first above written and has been signed on behalf of the Security Agent.

SCHEDULE 1

Additional Chargors

The Esland Group Holdings Limited	10622572
The Esland Group Limited	06944039
Esland South Limited	04685174
Esland North Limited	04181878

SCHEDULE 2**Properties currently owned****PART 1****Registered Land**

Additional Chargor	Registered Land	Title Number
Esland South Limited	4 The Moorings, Conyer, Sittingbourne, Kent	K485444
Esland North Limited	Annadales, London Road, Stevenage, Hertfordshire, SG1 1XW	HD240450
Esland South Limited	8 Hadlow Road, Sidcup, Kent, DA14 4AF	K222290
Esland South Limited	100 Chestnut Rise, Plumstead, London, SE18 1RL	226664
Esland North Limited	Sunnydale Farm, Quarnford, Buxton, SK17 0TB	SF378657
Esland North Limited	Orchard Farm, Quarnford, Buxton, SK17 0TG and Land on the West Side of Orchard Farm, Quarnford, Buxton	SF492816; SF492821
Esland North Limited	The Flats, The Cedars, Hilltop, Breadsall, , Derby, DE21 4FY and The Cottages, The Cedars, Hilltop, Breadsall, Derby, DE21 4FY	DY324423; DY301031

PART 2**Unregistered Land**

None at the date of this deed

SCHEDULE 3

Accounts

PART 1

Designated Accounts

None at the date of this deed

PART 2

Trading Accounts

Chargor	Bank	Account number	Sort code
The Esland Group Limited	Yorkshire Bank		
The Esland Group Limited	Yorkshire Bank		
The Esland Group Limited	Yorkshire Bank		
Esland North Limited	Yorkshire Bank		
Esland North Limited	Yorkshire Bank		
Esland North Limited	Yorkshire Bank		
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Esland South Limited	Yorkshire Bank				

SIGNATORIES

The Additional Chargors

EXECUTED as a DEED and)
DELIVERED by THE ESLAND GROUP)
HOLDINGS LIMITED acting by:)



Director

In the presence of:

Signature:

Name:

Address:

Occupation:

)
Oliver Bridal
Oliver Bridal
CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place,
78 Cannon Street,
London
EC4N 6AF *Trainee Solicitor*

EXECUTED as a DEED and)
DELIVERED by THE ESLAND GROUP)
LIMITED acting by:)



Director

In the presence of:

Signature:

Name:

Address:

Occupation:

)
Oliver Bridal
Oliver Bridal
CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place,
78 Cannon Street,
London
EC4N 6AF

Trainee Solicitor

EXECUTED as a DEED and
DELIVERED by **ESLAND NORTH
LIMITED** acting by:

)
)
)

Director

in the presence of:

Signature:

Name:

Address:

Occupation:

)
Oliver Bridal
Oliver Bridal
CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place,
78 Cannon Street,
London
EC4N 6AF
Trainee Solicitor

EXECUTED as a DEED and
DELIVERED by **ESLAND SOUTH
LIMITED** acting by:

)
)
)

Director

in the presence of:

Signature:

Name:

Address:

Occupation:

)
Oliver Bridal
Oliver Bridal
CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place,
78 Cannon Street,
London
EC4N 6AF
Trainee Solicitor

The Security Agent

SIGNED by
for and on behalf of **GLAS TRUST
CORPORATION LIMITED**

)
)
)

EXECUTED as a DEED and)
DELIVERED by ESLAND NORTH)
LIMITED acting by:)

Director

in the presence of:)

Signature:

Name:

Address:

Occupation:

EXECUTED as a DEED and)
DELIVERED by ESLAND SOUTH)
LIMITED acting by:)

Director

in the presence of:)

Signature:

Name:

Address:

Occupation:

The Security Agent

SIGNED by *PAUL FLETCHER*)
for and on behalf of GLAS TRUST)
CORPORATION LIMITED)


PAUL FLETCHER