



Registration of a Charge

Company Name: **ZIP WORLD LIMITED**

Company Number: **07777872**



Received for filing in Electronic Format on the: **28/05/2021**

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Details of Charge

Date of creation: **25/05/2021**

Charge code: **0777 7872 0007**

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

Brief description: **THE PROPERTY KNOWN AS UNDERGROUND CAVERNS, LAND AND BUILDINGS, LLECHWEDD SLATE MINES, BLAENAU FFESTINIOG, GWYNEDD LL41 3NB AS MORE PARTICULARLY DESCRIBED IN A LEASE DATED ON OR ABOUT THE DATE HEREOF AND MADE BETWEEN (1) J.W. GREAVES & SONS LIMITED AND (2) ZIP WORLD LIMITED AND TO BE ALLOCATED A NEW TITLE NUMBER BY THE LAND REGISTRY OUT OF TITLE NUMBERS CYM176097 AND CYM223563.**

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: 7777872

Charge code: 0777 7872 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th May 2021 and created by ZIP WORLD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th May 2021 .

Given at Companies House, Cardiff on 1st June 2021

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 25 May **2021**

ZIP WORLD LIMITED
as Chargor

HSBC BANK PLC
as Security Agent

SUPPLEMENTAL CHARGE
BY WAY OF LEGAL
MORTGAGE

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This Deed is made on

25 May 2021

Between

- (1) **Zip World Limited** (registered in England and Wales with number 07777872) (**Chargor**); and
- (2) **HSBC Bank plc** (registered in England and Wales with number 00014259) as security trustee for the Secured Parties (**Security Agent**) (as defined in the Facilities Agreement defined below).

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed:

Borrower has the meaning given to it in the Facilities Agreement

Facilities Agreement means the facilities agreement dated 24 December 2018 and made between ZWPV Limited as parent (**Parent**), the Parent and others as Original Borrowers, the Parent and others as Original Guarantors, HSBC UK Bank plc as Arranger, HSBC UK Bank plc as Original Lender, HSBC Bank plc as Original Hedge Counterparty, HSBC Bank plc as Agent and HSBC Bank plc as Security Agent as amended on 28 August 2020 and 9 April 2021 and as amended, varied, supplemented, restated and/or novated from time to time

Party means a party to this Deed

Property means the property described in the Schedule (Property)

Security Agreement means the security agreement dated 24 December 2018 and provided by, amongst others, the Chargor in favour of the Security Agent

1.2 Interpretation

- (a) Unless otherwise defined in this Deed, a term defined in the Security Agreement, (whether expressly or by reference to the Facilities Agreement in accordance with clause 1.2(a) of the Security Agreement) has the same meaning when used in this Deed or any notices, acknowledgements or other documents issued under or in connection with this Deed, as if:
 - (i) **Secured Property** as defined in the Security Agreement is construed as referring to the Property; and
 - (ii) (other than in the definition of Finance Document) all references in those defined terms to the Security Agreement were a reference to this Deed or that notice.
- (b) Clauses 1.2(b) and 1.2(c) (Interpretation) of the Security Agreement is incorporated in this Deed as if set out here in full but so that each reference in such clauses to this **Deed** (meaning the **Security Agreement**) shall be read as a reference to this Deed.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in any Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other Finance Document issued or entered into under or in connection with it.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver or Delegate may enforce and enjoy the benefit of any clause which expressly confers rights on it, subject to clause 1.3(b) and the provisions of the Contracts (Rights of Third Parties) Act 1999.

1.4 Security Agreement

- (a) This deed is supplemental to the Security Agreement.
- (b) On and from the date of this Deed:
 - (i) the assets and undertaking that from time to time are, or are expressed to be, the subject of any Security created (or expressed to be created) by, under or supplemental to, this Deed in favour of the Security Agent shall be deemed to form part of the Charged Property; and
 - (ii) the Property shall be deemed to form part of the Secured Property for the purposes of the Security Agreement.
- (c) Clauses 4 (Continuing security), 5 (Negative pledge), 6 (Restrictions on disposals), 7 (Further assurance), 10.1(g) (Deposit of title deeds), 12 (Security power of attorney), 13 (Enforcement of security) and 14 (Receiver) to 30 (Enforcement) of the Security Agreement shall apply to this Deed, the Property and the realisation of the Security created under this Deed as if set out in this Deed in full but so that:
 - (i) each reference in those clauses to this **Deed** (meaning the Security Agreement) shall be read as a reference to this Deed;
 - (ii) each reference in those clauses to **each Chargor, any Chargor, that Chargor or a Chargor** (in each case as defined in the Security Agreement) shall be read as a reference to the Chargor as defined in this Deed.
 - (iii) each reference in those clauses to the **Charged Property** or **Secured Property** shall be extended and interpreted as set out in clause 1.4(b).
- (d) The Security Agreement shall remain in full force and effect and all references in the Finance Documents to the Security Agreement shall be to the Security Agreement as amended and/or supplemented by this Deed.

1.5 Incorporated terms

The terms of the Finance Documents and of any other agreement or instrument relating to the Finance Documents and the Secured Liabilities are incorporated into this Deed and each other Finance Document to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed to

be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.6 **Intercreditor deed**

This Deed is subject to the terms of an intercreditor deed dated 24 December 2018 and an intercreditor deed dated 9 April 2021.

1.7 **Property**

A reference in this Deed to a mortgage, assignment or charge of any Secured Property includes:

- (a) all Premises on or forming part of that Secured Property;
- (b) all Fixtures on or forming part of that Secured Property; and
- (c) all Related Rights relating to that Secured Property.

1.8 **Present and future assets**

- (a) A reference in this **Deed** to any **Secured Property, Charged Property** or other asset includes, unless the contrary intention appears, present and future **Secured Property, Charged Property** and other assets.
- (b) The absence of or incomplete details of any Charged Property in any Schedule shall not affect the validity or enforceability of any Security under this Deed.

1.9 **Fixed Security**

Clauses 3.2 (First legal mortgages) to 3.4 (First fixed charges) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment by way of security over each relevant asset within any particular class of assets defined under this Deed and the failure to create an effective mortgage, fixed charge or assignment by way of security (whether arising out of this Deed or any act or omission by any party) on any one asset shall not affect the nature of any mortgage, fixed charge or assignment by way of security imposed on any other asset whether within that same class of assets or not.

1.10 **No obligations**

The Security Agent shall not be under any obligation in relation to the Charged Property as a consequence of this Deed and the Chargor shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of the Charged Property.

2 Covenant to pay

The Chargor covenants with the Security Agent as security trustee for the Secured Parties, to pay and discharge the Secured Liabilities when they become due for payment and discharge in accordance with the terms of the Finance Documents.

3 Charging provisions

3.1 **General**

All Security created by the Chargor under this Deed is:

- (a) a continuing security for the payment and discharge of the Secured Liabilities;
- (b) granted with full title guarantee;
- (c) granted in favour of the Security Agent as security trustee for the Secured Parties and the Security Agent shall hold the benefit of this Deed and the Security created by or pursuant to it on trust for the Secured Parties.

3.2 **First legal mortgages**

The Chargor charges by way of first legal mortgage the Property.

3.3 **Assignments**

- (a) The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption all of its rights, title and interest from time to time under or in respect of:
 - (i) the Relevant Agreements relating to the Property; and
 - (ii) the Relevant Policies relating to the Property,together with, in each case, all other Related Rights thereto.
- (b) The Chargor shall remain liable to perform all its obligations under each Lease Document, each Relevant Agreement and each Relevant Policy, in each case, relating to the Property.
- (c) Notwithstanding the other terms of this clause 3.3, prior to the occurrence of an Event of Default which is continuing, the Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreements.

3.4 **First fixed charges**

To the extent not validly and effectively charged by way of legal mortgage in accordance with clause 3.2 or assigned in accordance with clause 3.3 (as applicable), the Chargor charges by way of first fixed charge all of its rights, title and interest from time to time in and to, the assets referred to in those clauses, together with, in each case, all other Related Rights thereto.

4 **Negative pledge**

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

5 **Restrictions on disposals**

- 5.1 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of all or any part of any Charged Property.
- 5.2 Clause 5.1 does not apply to any disposal expressly permitted pursuant to the Facilities Agreement.

6 Land Registry

6.1 Application for restriction

- (a) The Chargor hereby consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship Register of any registered land at any time forming part of the Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated ♦ in favour of HSBC Bank plc referred to in the charges register."

- (b) The Chargor confirms that so far as any of the Property is unregistered, such land is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003.

6.2 Tacking and further advances

- (a) Subject to the terms of the Facilities Agreement, each Lender is under an obligation to make further advances to the Borrowers and that obligation will be deemed to be incorporated in this Deed as if set out in this Deed.
- (b) The Chargor consents to an application being made to the Land Registry to enter the obligation to make further advances on the Charges Register of any registered land forming part of the Property (and any unregistered properties subject to compulsory first registration at the date of this Deed).

7 Notices of assignments and charges

7.1 Relevant Agreements

The Chargor shall comply with its obligations under clause 9.1 (Relevant Agreements) of the Security Agreement in respect of each Relevant Agreement assigned under clause 3.3 (Assignments).

7.2 Insurance policies

The Chargor shall comply with its obligations under clause 9.2 (Insurance Policies) of the Security Agreement in respect of each Relevant Policy assigned under clause 3.3 (Assignments).

8 Finance Document

This Deed is a Finance Document.

9 Counterparts

This Deed and any Finance Document entered into under or in connection with this Deed may be executed in any number of counterparts, and by each party on separate counterparts.

10 Governing law

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

This Deed has been signed on behalf of the Security Agent and executed as a deed by the Chargor and is delivered on the date given at the beginning of this Deed. It is intended by the parties to this Deed that this Deed will take effect as a deed notwithstanding that the Security Agent may only execute it under hand.

The Schedule**Property****Registered Land**

Country and district (or Address or Description and (if applicable) London Borough)	Title Number
Underground Caverns, Land and Buildings, Llechwedd Slate Mines, Blaenau Ffestiniog, Gwynedd LL41 3NB as more particularly described in a lease dated on or about the date hereof and made between (1) J.W. Greaves & Sons Limited and (2) Zip World Limited	To be allocated a new Title Number by the Land Registry out of Title Numbers CYM176097 and CYM223563

SIGNATORIES TO THE DEED

Chargor

Executed as a deed by)
Zip World Limited)
acting by a director in the presence of)

[Redacted signature area]
Director
[Redacted signature area]

[Redacted signature area]
Signature of witness

Name EMMA HUGHES

Address [Redacted address area]
.....

The Security Agent

HSBC Bank plc)

By:)

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