



Registration of a Charge

Company Name: **ELAN HOMES MIDLANDS LIMITED**

Company Number: **03017085**



XBVDU5VU

Received for filing in Electronic Format on the: **17/01/2023**

Details of Charge

Date of creation: **12/01/2023**

Charge code: **0301 7085 0029**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY AGENT**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS LORNE HOUSE, ROTTEN ROW, LICHFIELD, WS13 6JB WITH TITLE NUMBER SF180799. THE FREEHOLD LAND OFF DOSTHILL ROAD, TWO GATES, TAMWORTH, B77 1HU WITH TITLE NUMBER ARISING OUT OF SF508572 AND SF363937 SHOWN EDGED RED ON THE PLAN ATTACHED AT SCHEDULE 3 IN THE INSTRUMENT.**

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: **WE 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:

OSBORNE CLARKE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3017085

Charge code: 0301 7085 0029

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th January 2023 and created by ELAN HOMES MIDLANDS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th January 2023 .

Given at Companies House, Cardiff on 18th January 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**

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We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this 17 January 2023

Signed *Osborne Clarke LLP*

Osborne Clarke LLP
One London Wall
London
EC2Y 5EB

Supplemental Debenture

- (1) **Each person listed in Schedule 1 as Chargors**
- (2) **BARCLAYS BANK PLC as Security Agent**

Dated 12 January 2023

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This Deed is made on

12 January 2023

Between:

- (1) Each person listed in Schedule 1 (*The Chargors*) (each a "**Chargor**" and together, the "**Chargors**"; 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), each Chargor created Security over all of their assets for, amongst other things, their present and future obligations and liabilities under the Facility Agreement and the other Finance Documents.
- (B) Each 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, each Chargor and the Security Agent.

"Original Debenture" means the debenture between amongst others (1) each 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 Agreement**" 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 each 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, each 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; and

(b) 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.

2.2 Each 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

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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 Each 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**The Chargors**

Name of Original Chargor	Jurisdiction of incorporation/formation (if applicable)	Registration number (if any)
Elan Homes Limited	England and Wales	03215914
Elan Homes Midlands Limited	England and Wales	03017085

Schedule 2**Additional Property**

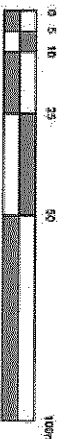
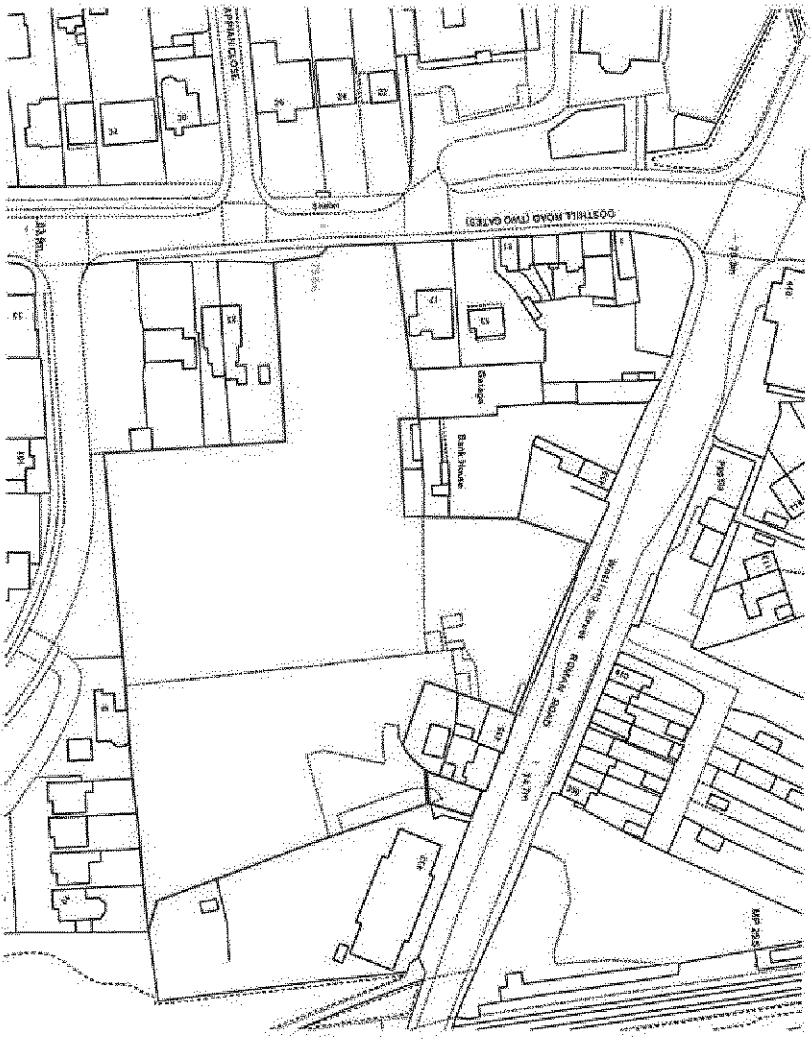
	Description/Address	Owner	Freehold/ Leasehold	Title Number	Site name
1.	Lorne House, Rotten Row, Lichfield, WS13 6JB	Elan Homes Midlands Limited	Freehold	SF180799	Lorne House
2.	Land at Milking Lane, Lower Darwen, Blackburn, BB3 0RB	Elan Homes Limited	Freehold	Title number arising out of LA852143	Lower Darwen
3.	Land off Dosthill Road, Two Gates, Tamworth, B77 1HU	Elan Homes Midlands Limited	Freehold	Title number arising out of SF508572 and SF363937 shown edged red on the plan attached at Schedule 3.	Two Gates, Tamworth

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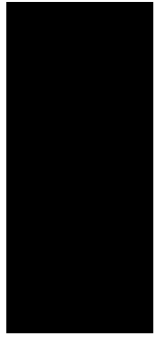
Schedule 3

Two Gates, Tomworth Plan

TWO GATES TAMWORTH



NOTES:
Do not scale from this drawing as a reference.



1	13.10.2020	PROVISIONAL AGREEMENT TO BUY THE TITLE	13.10.2020
2	10.10.2020	AGREEMENT TO BUY THE TITLE	10.10.2020
3	25.08.2020	BOUNDARY AGREEMENT TO BUY THE TITLE	25.08.2020
4	17.08.2020	BOUNDARY AGREEMENT TO BUY THE TITLE	17.08.2020
5	17.08.2020	BOUNDARY AGREEMENT TO BUY THE TITLE	17.08.2020

elan
HOMES

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Belper, Derbyshire, DE9 8JH
Tel: 01629 491 800 or 01629 491 801
www.elanhomes.co.uk

DEVELOPMENT
LAND OFF DOSTHILL ROAD,
TWO GATES,
TAMWORTH

TITLE
CONTRACT PLAN

DATE
13.08.2020

SCALE
1:1250 @ A3

DRAWN
TA

DRAWING NO.
DRT-CP-001

REV.
E

Signatures

Original Chargors

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

Witness' signature:

Witness' name:

Witness' address:

Executed as a Deed by Elan
Homes Midlands Limited, acting by
Adrian Bravington, a director in the
presence of:) Director

Witness' signature:

Witness' name:

Witness' address:

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Security Agent

Barclays Bank PLC

By: Sam wakerly

