



Registration of a Charge

Company name: **THE ESLAND GROUP HOLDINGS LIMITED**

Company number: **10622572**

Received for Electronic Filing: **12/02/2021**



X9Y5W9G3

Details of Charge

Date of creation: **10/02/2021**

Charge code: **1062 2572 0009**

Persons entitled: **GLAS TRUST CORPORATION LIMITED**

Brief description: **REGISTERED LAND THE FREEHOLD PROPERTY KNOWN AS 15 BLAKELOW BANK, MACCLESFIELD, SK11 7GD REGISTERED AT HM LAND REGISTRY WITH TITLE NUMBER CH600679. UNREGISTERED LAND ADDITIONAL UNREGISTERED LAND ADJOINING THE FREEHOLD PROPERTY AT 15 BLAKELOW BANK (ABOVE), AS SHOWN EDGED GREEN AND SHADED YELLOW ON THE PLAN ATTACHED AT SCHEDULE 2 OF THE SECURITY AGREEMENT. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT**

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: **MACFARLANES LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10622572

Charge code: 1062 2572 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th February 2021 and created by THE ESLAND GROUP HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th February 2021 .

Given at Companies House, Cardiff on 15th February 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

Date 10 February 2021

THE ESLAND GROUP HOLDINGS LIMITED

as Company

GLAS TRUST CORPORATION LIMITED

as Security Agent

SUPPLEMENTAL SECURITY AGREEMENT

DATE

10 February

2021

PARTIES

1. **THE ESLAND GROUP HOLDINGS LIMITED** a company incorporated in England and Wales with registered number 10622572 and whose registered office is at Suites 1 & 5 Riverside Business Centre Foundry Lane, Milford, Belper, Derbyshire, England, DE56 0RN (the "**Company**"); and
2. **GLAS TRUST CORPORATION LIMITED** as security agent and trustee for the Secured Parties (the "**Security Agent**").

BACKGROUND

- A. This deed is supplemental to a Security Agreement dated 4 February 2019 made between, among others, (1) Picnic Finco Limited and (2) the Security Agent (the "**Security Agreement**") to which the Company acceded on 4 February 2019 pursuant to an accession deed.
- B. The Company is entering into this deed in connection with the Finance Documents following the acquisition of the New Properties.
- C. The parties intend this document to take effect as a deed notwithstanding the fact that the Security Agent may only execute this document under hand.
- D. The Security Agent holds the benefit of this deed on trust for the Secured Parties on the terms of the Finance Documents.

OPERATIVE PROVISIONS

1 Definitions and interpretation

1.1 Definitions

Unless the context requires otherwise, terms defined in or for the purposes of the Security Agreement shall have the same meaning when used in this deed (including the parties and background sections) and in addition the following terms shall have the following meanings in this deed (including the parties and background sections):

Finance Documents: the meaning given to it in the Senior Facilities Agreement;

New Charged Assets: the New Properties and the assets referred to in clauses 2.2 and 2.3; and

New Properties: the property or properties briefly described in the schedule to this deed.

1.2 Interpretation

1.2.1 The provisions of clause 1.2 (*Construction*) and clause 1.4 (*Secured Liabilities*) of the Security Agreement shall also apply to this deed as if set out (with any necessary modifications) in this deed.

1.2.2 The provisions of clause 1.3 (*Nature of security over real property*) of the Security Agreement shall also apply to references in this deed to the New Properties.

2 Grant of security

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

- 2.1 grants to the Security Agent (as trustee for the Secured Parties) a charge by way of legal mortgage over all of the New Properties;
- 2.2 charges to the Security Agent (as trustee for the Secured Parties) by way of first fixed charge all Property Interests relating to the New Properties;
- 2.3 assigns to the Security Agent (as trustee for the Secured Parties) all Insurance Policies relating to the New Properties; and
- 2.4 charges to the Security Agent (as trustee for the Secured Parties), by way of first fixed charge, the New Properties to the extent it is not the subject of a charge by way of legal mortgage pursuant to clause 2.1 above.

3 Land Registry

In respect of any of the New Properties or part of or interest in any of the New Properties title to which is registered at the Land Registry the Company hereby consents to the entry of the following restriction on the register of its title to such New Properties:

"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 GLAS Trust Corporation Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer".

4 Representations and warranties

The Company makes the Repeating Representations on the date of this deed by reference to the facts and circumstances existing on the date of this deed save that the Repeating Representation under clause 22.22(a) of the Senior Facilities Agreement shall be made on the date on which the Company's interest in the New Properties has been registered at HM Land Registry.

5 Incorporated provisions

- 5.1 Subject to clause 5.2 below, all the provisions of the Security Agreement are deemed to be incorporated in this deed as if set out (with any necessary modifications) in this deed and shall apply in relation to the New Charged Assets as they apply to the Charged Assets.
- 5.2 Clause 5.1 above does not apply to clauses 3.1 (*Fixed security*) and 3.2 (*Floating security*) of the Security Agreement and in the case of clause 1 (*Definitions and interpretation*) of the Security Agreement is subject to clause 1 of this deed.
- 5.3 The New Charged Assets shall be deemed part of the Charged Assets for the purposes of the Security Agreement.

6 Section 2(1) Law of Property (Miscellaneous Provisions) Act 1989

The terms of the Finance Documents and of any side letters between any parties in relation to the Finance Documents are incorporated in this deed to the extent required to ensure that any purported disposition of the New Properties contained in this deed is a valid disposition in accordance with s.2(1) Law of Property (Miscellaneous Provisions) Act 1989.

7 Finance Document

For the purposes of the Senior Facilities Agreement the parties designate this deed as a Finance Document.

8 **Counterparts**

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

9 **Governing law**

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

In witness whereof this deed has been executed by the Company 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

New Properties

Registered Land

- 1 The freehold property known as 15 Blakelow Bank, Macclesfield, SK11 7GD registered at HM Land Registry with title number CH600679.

Unregistered Land

- 2 The additional unregistered land adjoining the freehold property at 15 Blakelow Bank, Macclesfield, SK11 7GD registered at HM Land Registry with title number CH600679 as shown edged green and shaded yellow on the plan attached at Schedule 2 hereof.

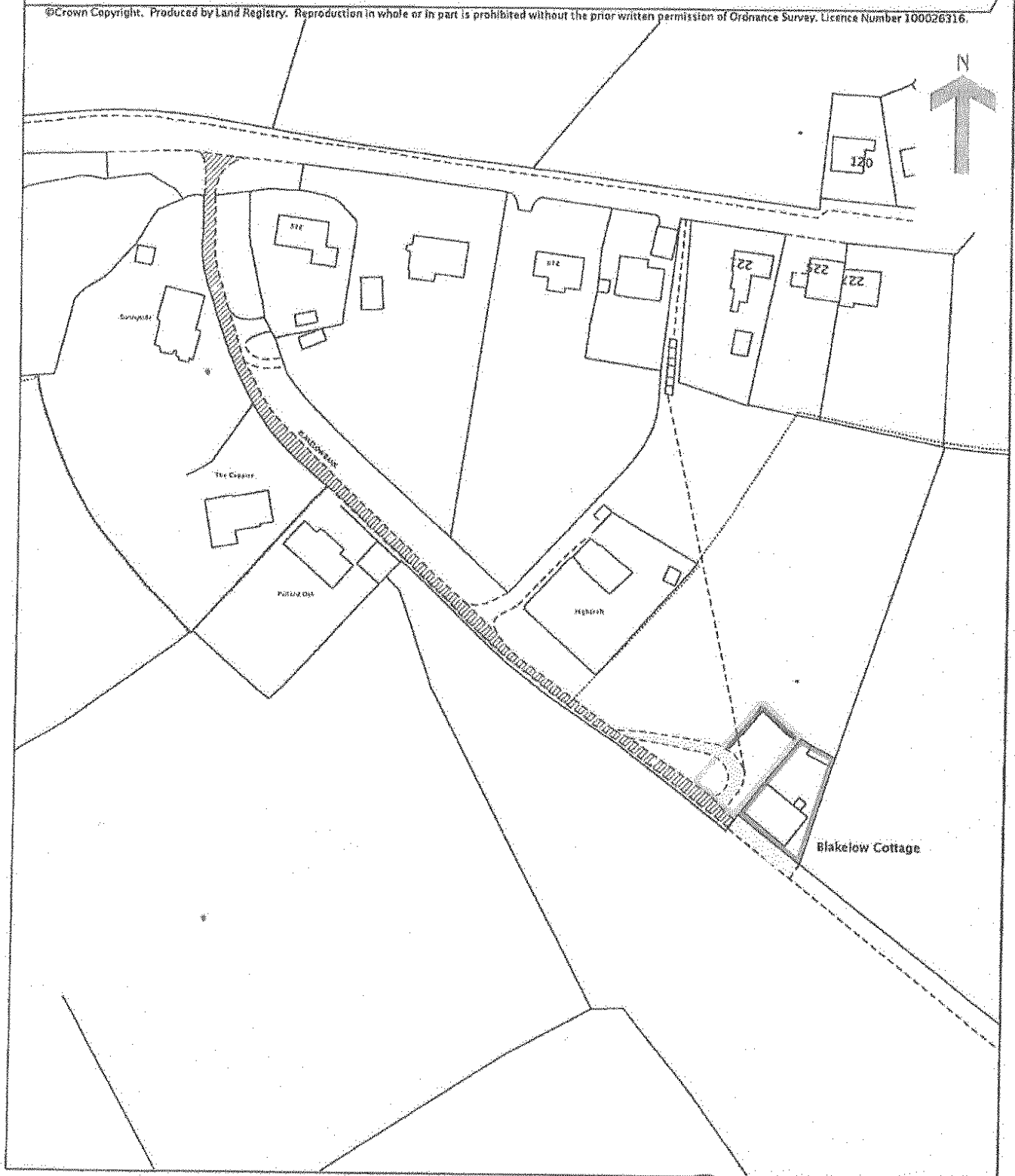
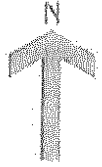
SCHEDULE 2

Plan


Land Registry
Official copy of
title plan

Title number **CH600679**
Ordnance Survey map reference **SJ9272NE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Cheshire East**

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Chas. H. Smith



This official copy is incomplete without the preceding notes page.

The Company

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

KEVIN JUSTICE

Director

in the presence of:

Signature:

Name: RUTH JUSTICE

Address:

Occupation:

CHARTERED ACCOUNTANT.

The Security Agent

SIGNED by
for and on behalf of GLAS TRUST
CORPORATION LIMITED

The Company

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

)
)
)
)

Director

in the presence of:

)

Signature:

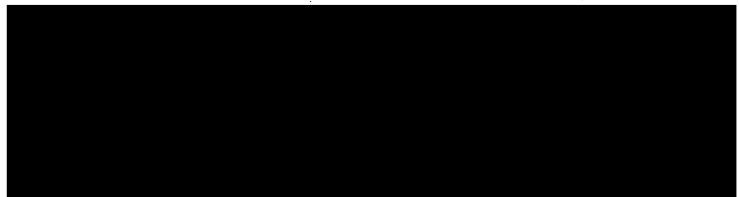
Name:

Address:

Occupation:

The Security Agent

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



Paul Fletcher
Transaction Manager