



Registration of a Charge

Company name: **HENDY WIND FARM LIMITED**

Company number: **07638660**



X9DSV7M8

Received for Electronic Filing: **17/09/2020**

Details of Charge

Date of creation: **15/09/2020**

Charge code: **0763 8660 0003**

Persons entitled: **CLOSE LEASING LIMITED**

Brief description: **1. ALL THAT LEASEHOLD LAND KNOWN AS LAND FORMING PART OF HENDY WIND FARM, LLANDRINDOD WELLS, POWYS AS THE SAME IS MORE PARTICULARLY DESCRIBED IN A LEASE DATED 9 AUGUST 2019 BETWEEN (1) KEITH DAVID WILLIAMS AND ALISON ELIZABETH WILLIAMS AND (2) THE CHARGOR REGISTERED WITH ABSOLUTE TITLE AT H M LAND REGISTRY UNDER TITLE NUMBER CYM781712. 2. ALL THAT LEASEHOLD LAND KNOWN AS LAND FORMING PART OF HENDY WIND FARM, LLANDRINDOD WELLS, POWYS AS THE SAME IS MORE PARTICULARLY DESCRIBED IN A LEASE DATED 9 AUGUST 2019 BETWEEN (1) ROBERT HENRY HUGHES AND (2) THE CHARGOR REGISTERED WITH ABSOLUTE TITLE AT H M LAND REGISTRY UNDER TITLE NUMBER CYM781710. (SEE SCHEDULE 1 OF THE CHARGE INSTRUMENT FOR FURTHER DETAILS)**

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: **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: **CMS CAMERON MCKENNA NABARRO OLSWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7638660

Charge code: 0763 8660 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th September 2020 and created by HENDY WIND FARM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th September 2020 .

Given at Companies House, Cardiff on 18th September 2020

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: 15 September 2020

SUPPLEMENTAL DEBENTURE

Between

HENDY WIND FARM LIMITED

and

CLOSE LEASING LIMITED

CMS Cameron McKenna Nabarro Olswang LLP
Saltire Court
20 Castle Terrace
Edinburgh
EH1 2EN
T +44 131 228 8000
F +44 131 228 8888

THIS SUPPLEMENTAL DEBENTURE is made the 15 day of September 2020

BETWEEN:

- (1) **HENDY WIND FARM LIMITED**, a company incorporated in England and Wales under the Companies Acts (company number 07638660) and having its registered office at 7a Howick Place, London, United Kingdom, SW1P 1DZ (the “**Chargor**”); and
- (2) **CLOSE LEASING LIMITED**, registered in England and Wales with company number 06377532, whose registered office is situate at Olympic Court, Third Avenue, Trafford Park Village, Manchester M17 1AP, as lender (the “**Lender**”).

and is supplemental to the Debenture (as defined below).

WHEREAS:

- (A) The Chargor enters into this Supplemental Debenture in connection with the Facility Agreement.
- (B) The board of directors of the Chargor is satisfied that the giving of the security contained or provided for in this Supplemental Debenture is in the interests of the Chargor and has passed a resolution to that effect.

NOW IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Facility Agreement and the Debenture shall, unless otherwise defined in this Supplemental Debenture, have the same meanings when used in this Supplemental Debenture and, in addition, in this Supplemental Debenture:

“**Debenture**”: the debenture dated 29 March 2019 between the Chargor and the Lender;

“**Facility Agreement**”: means the wind turbine facility agreement originally dated 29 March 2019 as amended and entered into between the Chargor and the Lender;

“**Mortgaged Property**”: the property specified in Schedule 1 hereto;

“**Related Rights**”: has the meaning given to that term in the Debenture provided that for the purposes of this Supplemental Debenture “**Securities**” shall mean the securities specified in Schedule 4 (*Securities*) hereto;

“**Securities**”: has the meaning given to that term in the Debenture provided that for the purposes of this Supplemental Debenture “**Securities**” shall include without limitation the securities specified in Schedule 4 (*Securities*) hereto;

“**Specified Insurances**”: each of the contracts of insurance specified in Schedule 3 hereto; and

“**Specified Project Documents**”: each of the contracts and other agreements specified in Schedule 2 hereto.

1.2 Construction

For the avoidance of doubt, the interpretation provisions set out at clause 1.1 (*Interpretation*) of the Debenture shall apply equally to this Supplemental Debenture.

1.3 Third Party Rights

Nothing in this Supplemental Debenture is intended to confer on any person any right to enforce or enjoy the benefit of any provision of this Supplemental Debenture which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

2. FIXED SECURITY

- 2.1 The Chargor as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Lender by way of a first legal mortgage all of its right, title and interest in and to the Mortgaged Property together with all buildings and fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants.
- 2.1 The Chargor as security for the payment, performance and discharge of all the Secured Obligations charges in favour of the Lender by way of first fixed charge all of its rights, title and interest in and to the following assets, both present and future:
- 2.1.1 the Securities; and
- 2.1.2 the Related Rights.
- 2.2 The Chargor as security for the payment, performance and discharge of all the Secured Liabilities, assigns to the Lender absolutely by way of a first legal assignment all of its right, title and interest in and to:
- 2.2.1 the Specified Project Documents; and
- 2.2.2 the Specified Insurances.

3. LAND REGISTRY

In respect of the Mortgaged Property and for the purposes of Panel 8 of the Form RX1 that may be required to be completed by the Lender in relation to the Mortgaged Property registered or required to be registered at HM Land Registry, the Chargor hereby consents to an application being made by the Lender to the Chief Land Registrar to enter the following restriction in Form P against its title to the Mortgaged 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 [insert full name of Lender] referred to in the charges register or its conveyancer [or specify appropriate details]”.

4. CONTINUATION

- 4.1 Except insofar as supplemented hereby, the Debenture will remain in full force and effect.
- 4.2 References in the Debenture to “**this Debenture**” and “**this Deed**” shall be deemed to refer to the Debenture as supplemented by this Supplemental Debenture and to this Supplemental Debenture.
- 4.3 Reference to “**the date of this Debenture**” or “**the date of this Deed**” shall be deemed to refer to the date of this Supplemental Debenture.
- 4.4 For the avoidance of doubt, the Security Interests granted over the Securities and the Related Rights, the Mortgaged Property, the Specified Project Documents and the Specified Insurances

herein are permitted for the purposes of Clause 5 (Negative Pledge) of the Debenture and the provisions of Clause 5 (Negative Pledge) of the Debenture shall be deemed incorporated herein.

4.5 This Supplemental Debenture is supplemental to the Debenture. On and from the date of this Supplemental Debenture:

4.5.1 the Supplemental Debenture and the Debenture shall be read and construed as one document and in particular the property and contracts charged pursuant to Clause 3 of the Debenture shall include the Securities and the Related Rights, the Mortgaged Property, the Specified Project Documents and the Specified Insurances; and

4.5.2 the Chargor acknowledges that references to the “**Debenture**” in any Facility Agreement is a reference to the Debenture as supplemented by this Supplemental Debenture.

5. GOVERNING LAW

This Supplemental Debenture and any non-contractual obligations arising from or in connection with it shall be governed by and construed in accordance with English law.

IN WITNESS WHEREOF this Supplemental Debenture has been entered into as a deed and is intended to be and is delivered on the day and year first before written.

Schedule 1

Mortgaged Property

1. ALL THAT leasehold land known as land forming part of Hendy Wind Farm, Llandrindod Wells, Powys as the same is more particularly described in a lease dated 9 August 2019 between (1) Keith David Williams and Alison Elizabeth Williams and (2) the Chargor registered with absolute title at H M Land Registry under title number CYM781712.
2. ALL THAT leasehold land known as land forming part of Hendy Wind Farm, Llandrindod Wells, Powys as the same is more particularly described in a lease dated 9 August 2019 between (1) Robert Henry Hughes and (2) the Chargor registered with absolute title at H M Land Registry under title number CYM781710.
3. ALL THAT leasehold land known as land forming part of Hendy Wind Farm, Llandrindod Wells, Powys as the same is more particularly described in a lease dated 9 August 2019 between (1) Michael Ernest Lawrence and John Michael Lawrence and (2) the Chargor registered with absolute title at H M Land Registry under title number CYM781711.
4. ALL THAT leasehold land known as land forming part of Hendy Wind Farm, Llandrindod Wells, Powys as the same is more particularly described in a lease dated 19 June 2019 between (1) Sir Robert John Green-Price and (2) the Chargor registered with absolute title at H M Land Registry under title number CYM776912.

TOGETHER WITH the rights granted pursuant to the Deed of Easement dated 2020 and made between (1) Keith David Williams and Alison Elizabeth Williams and (2) the Chargor.

Schedule 2

Specified Project Documents

Document	Parties (registered number)	Date
Connection Offer	Wester Power Distribution (South Wales) Plc (02366985) Chargor	Offer: 16 August 2012 Acceptance: 13 November 2012
Turbine Supply Agreement	Vestas Northern Europe A/S (CVR 28 11 81 71) Chargor	18 January 2019
Turbine Maintenance Agreement	Vestas-Celtic Wind Technology Ltd (SC216807) Chargor	On or about the date of this Deed
Balance of Plant Contract (Onsite Civils) (Phase 2)	Green Cat Contracting Limited (SC440538) Chargor	On or about the date of this Deed
Balance of Plant Contract (Offsite Civils)	Neath 2020 Ltd (12697468) Chargor	On or about the date of this Deed
Letters of Intent (Balance of Plant Contract Onsite Civils) (Phase 1)	Jones Bros. Ruthin (Civil Engineering) Co. Ltd (00983459) Chargor	16 November 2018 and 11 January 2019

Schedule 3

Specified Insurances

Policy Holder	Policy Name	Policy Number
Chargor	Marine Transit	[REDACTED]
Chargor	Construction All Risks	[REDACTED]
Chargor	Construction Public Liability	[REDACTED]

**Schedule 4
Securities**

None

EXECUTION PAGE

THE CHARGOR

EXECUTED AS A DEED by
HENDY WIND FARM LIMITED
on being signed by one Director

)
)
)
)




Steve RANCO

(Director)

before a witness

)



(Witness)

CAREN PALMER

(Print name)

M-7 IAP

.....
(Witness Address)

THE LENDER

EXECUTED AS A DEED by
CLOSE LEASING LIMITED
on being signed by its duly appointed
Attorney

)
)
)
)



(Witness)

Martin Hammond

(Print name)

do Olympic Court
Trafford Manchester

.....
(Witness Address)