

# MR01

## Particulars of a charge



Companies House

A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **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 for**  
You may not use this form to  
register a charge where the  
instrument Use form MR08

WEDNESDAY



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29/04/2015

#171

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 8 3 1 6 2 7 6 /  
Company name in full MELIN WYNT CAMBWL CYF /

For official use

→ **Filing 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 1 7 0 4 2 0 1 5

### 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 JULIAN HODGE BANK 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

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**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 <sup>1</sup>**

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

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

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**Signature**

Please sign the form here

Signature

Signature

X *Wagh James Solvitors* 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 ROWENA DOWNIE

Company name HUGH JAMES

Address 114-116 ST MARY STREET

Post town CARDIFF

County/Region

Postcode C F 1 0 1 D Y

Country

DX

Telephone 029 2039 1038



### 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 £13 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8316276

Charge code: 0831 6276 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th April 2015 and created by MELIN WYNT CAMBWLL CYF was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th April 2015.

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Given at Companies House, Cardiff on 6th May 2015



**Companies House**



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

**DATED**

**17 APRIL**

**2015**

(1) **MELIN WYNT CAMBWLL CYF**

(2) **JULIAN HODGE BANK LIMITED**

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## **DEBENTURE**

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We hereby certify this to be a true  
Copy of the original  
Dated this 22 day of April 2015  
Signed

*Hugh James*  
Hugh James Solicitors  
Hodge House  
114-116 St Mary Street  
Cardiff  
CF10 1DY

THIS DEBENTURE is made on **17 APRIL**

2015

**BETWEEN**

- (1) **MELIN WYNT CAMBWLL CYF** (registered number 08316276) whose registered office is at Cilgoed Derwen, Corwen, Sir Ddinbych LL21 9RN (the "Company");
- (2) **JULIAN HODGE BANK LIMITED** (registered number 743437) whose registered office is at 31 Windsor Place, Cardiff, CF10 3UR (the "Bank")

**1 Interpretation**

- 1.1 "Secured Liabilities" means all monies and liabilities (whether actual or contingent and whether as principal or surety) from time to time, owing or incurred by the Company to the Bank
- 1.2 "Material Agreements" means the agreements referred to in Schedule 2 to this Debenture and any other agreements which the parties to this Debenture agree in writing are material agreements

**2. Secured Liabilities**

- 2.1 The Company agrees to pay on demand the Secured Liabilities

**3 Security**

- 3.1 The Company charges with full title guarantee and as a continuing security for the Secured Liabilities

- 3.1.1 by way of legal mortgage any freehold, leasehold or other immovable property referred to in Schedule 1 to this Debenture together with all buildings, trade and other fixtures, fixed plant and machinery of the Company from time to time on any such property and the proceeds of sale of any such property,

- 3.1.2 by way of fixed charge

- 3.1.2.1 all other freehold leasehold and other immovable property (other than any heritable or leasehold property in Scotland) now or in the future belonging or charged to the Company together with all buildings, trade and other fixtures, fixed plant and

machinery of the Company from time to time on any such property and the proceeds of any such property;

3 1.2 2 all plant and machinery, computers, office and other equipment now or in the future belonging to the Company together with all additions, alterations, accessories, replacements and renewals from time to time to such assets and any component parts of such assets from time to time held by the Company (whether or not attached) and the full benefit of any guarantees, warranties, maintenance contracts or other obligations for any of the same given or incurred by any manufacturer, supplier or other person and the benefit so far as enjoyed by the Company of all agreements for the maintenance, repair or up-keep of the same,

3.1 2.3 all book debts and other debts now or in the future due or owing to the Company,

3 1 2.4 all stocks, shares and other securities now or in the future belonging to the Company together with all dividends and other rights deriving from such assets,

3.1 2 5 the goodwill of the Company and its uncalled capital for the time being,

3.1 2 6 the benefit of any licences and all patents, patent applications, inventions, trade marks, service marks, designs and trade names, copyright, knowhow and other intellectual property rights and all fees, royalties and other rights of every kind deriving from such assets now or in the future belonging to the Company,

3 1.3 by way of floating charge the whole of the Company's undertaking and all its property and assets whatsoever and wheresoever present and future other than the property and assets from time to time effectively charged to the Bank by way of legal mortgage or fixed charge by this Debenture or assigned to the Bank under this Debenture, but including, whether or not so expressed to be charged, all its undertaking and assets, both present and future, located in, or otherwise governed by the laws of, Scotland

3 2 The Company as a continuing security for the Secured Liabilities assigns and agrees to assign (subject to a proviso for reassignment on redemption) to the Bank all

rights, titles, benefits and interests of the Company whatsoever present and future whether proprietary, contractual or otherwise arising out of or connected with or relating to the Material Agreements including without limitation all monies receivable under, arising out of, or evidenced by the Material Agreements and all claims for damages for any breach of them;

3.3 Notwithstanding the assignment referred to in clause 3.2 the Company shall be entitled to exercise all of the rights, powers, authorities and other benefits conferred on the Company by the Material Agreements but such entitlement shall (unless the Bank otherwise agrees in writing with the Company) automatically terminate immediately upon the occurrence of an event of default however described in any document evidencing the Secured Liabilities

3.4 The Bank may convert the floating charge at any time by notice in writing to the Company into a fixed charge as regards all the property and assets which for the time being are the subject of such floating charge or, as the case may be, such property and assets as are specified by such notice. The floating charge created by this Debenture shall, unless otherwise agreed in writing by the Bank, automatically and without notice immediately be converted into a fixed charge in the event that the Company shall create or permit to subsist any mortgage, charge, pledge, lien or other security interest other than this Debenture or if any person takes any step to levy any distress, attachment, execution or other legal process against any of the property or assets

3.5 The security created by this Debenture shall be in addition to and shall not prejudice, determine or affect any other security which the Bank may from time to time hold for the Secured Liabilities. No prior security held by the Bank over the property charged by this Debenture or any part of it shall merge in the security created by this Debenture hereto which will remain in full force and effect as a continuing security until discharged by the Bank

#### **4 Restrictions on Dealing**

4.1 The Company shall not without the prior written consent of the Bank

4.1.1 create or permit to subsist any mortgage, charge, pledge, lien (other than a lien arising by operation of law) or other security interest on any of its property and assets other than this Debenture or otherwise in favour of the Bank,



- 4 1 2 sell, transfer, lease, lend or otherwise dispose of its property or (other than assets which are subject to the floating charge under clause 3 1.3 and where such disposal in the normal course of trading and are not less than market value) of its assets or enter into any agreement or grant any option for any sale, transfer, lease, loan or other disposal, or
- 4 1 3 part with possession of any freehold or leasehold property grant or agree to grant any option or any licence tenancy or other right of occupation to any person or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Sections 99 and 100 of the Law of Property Act 1925 but the Bank and any receiver appointed by the Bank may grant or accept surrenders of leases without restriction,
- 4 1 4 pull down or remove or redevelop or make any material alteration to the whole or any part of any of its buildings or make any alteration to its plant and machinery if as a result of such alteration the value of such plant and machinery is reduced or sever, unfix or remove any fixtures or remove any plant or machinery belonging to or in use by the Company except for the purpose of effecting repairs or replacing the same,
- 4 1 5 waive, discharge, compromise or settle any claim relating to a Material Agreement (the Bank's consent not to be unreasonably withheld or delayed); or
- 4 1 6 determine any Material Agreement or suffer or permit it to be determined and not without the prior written consent of the Bank (such consent not to be unreasonably withheld or delayed in circumstances where the position of the Bank in its absolute discretion is not in any way prejudiced) waive or release any obligation under any Material Agreement or make or permit any amendment or addition to or variation of any terms or conditions of any Material Agreement

## **5 Undertakings**

### **5.1 The Company shall**

- 5 1 1 keep all buildings and all plant and machinery and fixtures and fittings in good repair and condition and permit any person or persons nominated by the Bank free access at all reasonable times to view the state and condition of such assets,

- 5 1 2 insure and keep insured such of its property as is insurable with such insurer and against such risks and in such amounts and otherwise in such terms as the Bank may require and will maintain such other insurances as are normally maintained by prudent companies carrying on similar businesses with the interest of the Bank noted upon all policies of such insurance or, if the Bank shall require, in the joint names of the Company and the Bank and will produce or deposit with the Bank all such policies and receipts for all premium and other payments necessary for effecting and maintaining such insurances,
- 5 1.3 subject to any rights of a lessor, apply any insurance proceeds in making good the loss or damage or at the Bank's option in or towards the discharge of the Secured Liabilities,
- 5 1 4 punctually pay all rents, taxes, duties, assessments and other outgoings and observe and perform all restrictive and other covenants under which any of the property subject to this Debenture is held and will keep or cause such property from being distrained for recovery of such payments or from being taken under any such execution,
- 5 1 5 pay into its account with the Bank all moneys which it may receive in respect of its book or other debts and all licence fees, royalties and other monies deriving from its intellectual property and, until such payment, hold all such monies on trust for the Bank,
- 5 1 6 deal with its book or other debts and all licence fees, royalties and other moneys deriving from its intellectual property in accordance with any directions from time to time given in writing by the Bank and in default of and subject to any such directions, not release, factor, sell at discount, charge, assign or otherwise deal with such debts, licence fees, royalties or other monies otherwise than by getting in and paying the same into such account,
- 5 1 7 subject to the rights of any prior mortgagee, deposit with the Bank all deeds certificates and documents constituting or evidencing title to the property or any part thereof charged by this Debenture and all insurance policies,
- 5 1 8 comply with the provisions of all present or future statutes and directives and every notice order or direction made under any of the foregoing and not use or permit any of its assets to be used in contravention of any legislation or other provision or rule of law,

- 5 1 9 provide the Bank with all financial and other information regarding assets, liabilities and affairs of the Company and its subsidiaries and associated companies (if any) that the Bank may from time to time require;
  - 5 1 10 use and operate its plant and machinery only in a careful skilful and proper manner (without overloading or overworking) and carry out all overhauls, replacements or repairs necessary to ensure that the plant and machinery is maintained in accordance with best industry standards, such maintenance and overhaul replacements and repairs to be carried out in accordance with applicable laws and regulations and with maintenance schedules approved by the manufacturers,
  - 5 1 11 immediately notify the Bank of the loss or destruction of or any damage to its assets,
  - 5 1 12 if requested by the Bank, give notice of the assignment referred to in clause 3 2 immediately to each of the other parties to the Material Agreements in the form set out in Part I of Schedule 3 and procure that the recipient of each notice acknowledges it in the form set out in Part II of Schedule 3;
  - 5 1.13 observe and perform and carry out each and every term of the Material Agreements as far as they fall to be observed and performed by the Company and where called upon by the Bank in writing take any action reasonably required by the Bank in order to safeguard the Material Agreements and the rights and other matters assigned to the Bank under clause 3 2 of this Debenture,
  - 5 1.14 use all reasonable endeavours to procure the due and punctual performance by the other parties to the Material Agreements of their obligations under the Material Agreements,
  - 5 1.15 immediately deliver to the Bank a true copy of any notice, order, direction, permission or other material communication served by any party to any Material Agreement or by any competent authority relating directly or indirectly to any Material Agreement; and
  - 5 1.16 immediately notify the Bank of any actual or anticipated breach of or claim relating to any Material Agreement
- 5 2 If the Company fails to perform any of its obligations under clause 5 1 the Bank may take such steps as it considers appropriate to procure the performance of such

obligation and shall not as a result be deemed to be a mortgagee in possession and the moneys expended by the Bank shall be reimbursed by the Company on demand and, until so reimbursed, shall carry interest from the date of payment to the date of reimbursement

## **6 Enforcement**

6 1 This Debenture shall become enforceable immediately upon the Bank making demand for the payment or discharge of any of the Secured Liabilities

6 2 Section 103 of the Law of Property Act 1925 (the "LPA") shall not apply and the statutory power of sale and all other powers under the LPA or any other statutory powers as varied or extended by this Debenture shall be exercisable at any time after this Debenture has become enforceable under clause 6 1

6 3 Section 93 of the LPA dealing with the consolidation of mortgages shall not apply to this Debenture.

## **7 Appointment of Administrator**

7 1 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (the "Insolvency Act") applies to the floating charge created under this Debenture. Accordingly, at any time after the Bank becomes entitled to exercise the powers referred to in clause 6 2, the Bank may appoint an administrator (an "Administrator") of the Company under the Insolvency Act

## **8 Receiver**

8 1 At any time after this Debenture has become enforceable or, if the Company so requests in writing, the Bank may without further notice to the Company appoint by writing under hand or deed any one or more persons either singly jointly severally or jointly and severally to be a receiver or receiver and manager (a "Receiver") in respect of the property and assets charged by this Debenture or any part thereof and either at the time of appointment or any time thereafter may fix his or their remuneration and except as otherwise required by statute may remove any such Receiver and appoint another or others in his or their place

8.2 Any Receiver shall be the agent of the Company which shall be solely responsible for his acts and defaults and the payment of his remuneration

8 3 Any Receiver shall subject to any restrictions expressed in the instrument appointing him have all the powers conferred by statute and in addition but without prejudice to

the generality of the foregoing the Receiver shall have power (in the name of the Company or otherwise and in such manner and on such terms and conditions as he shall think fit) to

- 8 3 1 take possession of collect and get in all or any part of the property in respect of which he is appointed and for that purpose to take any proceedings;
- 8 3 2 carry on or concur in carrying on the business of the Company and to raise money from the Bank or others on the security of any property charged by this Debenture,
- 8.3.3 purchase or acquire any land and purchase, acquire and grant any interest in or right over land,
- 8 3 4 sell or concur in selling let or concur in letting and terminate or accept surrenders of leases or tenancies of any of the property charged by this Debenture and to carry any such transactions into effect,
- 8.3 5 sell, assign let or otherwise dispose of or concur in selling, assigning, letting or otherwise disposing of all or any of the debts and any other property in respect of which he is appointed;
- 8 3 6 make any arrangement or compromise between the Company and any other person which he may think expedient,
- 8.3.7 make and effect all repairs improvement and insurances,
- 8 3.8 purchase materials, tools, equipment, goods or supplies;
- 8 3 9 call up any uncalled capital of the Company with all the powers conferred by the Articles of Association of the Company in relation to calls,
- 8 3 10 employ, engage and appoint managers and other employees and professional advisers,
- 8 3 11 exercise all the powers conferred on administrative receivers by the Insolvency Act (even though he is not an administrative receiver); and
- 8.3 12 do all such other acts and things as may be considered to be incidental or conducive to any other matters or powers aforesaid or to the realisation of the security constituted by this Debenture and which he lawfully may or can do.

9      **Bank's Powers**

At any time after this Debenture shall have become enforceable or if requested by the Company, the Bank may without further notice and without first appointing a Receiver or an Administrator exercise all or any of the powers conferred on mortgagees by the Law of Property Act 1925 as varied or extended by this Debenture and all powers, authorities and discretions conferred expressly or by implication on any Receiver or Administrator in this Debenture or conferred by statute or common law

10      **Application of Proceeds**

10 1      Any moneys received by the Bank or any Receiver shall subject to the repayment of any claims having priority to the charges created by this Debenture be applied in the following order but without prejudice to the right of the Bank to recover any shortfall from the Company

10 1 1    in the payment of all costs charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers and of all outgoings paid by him,

10 1 2    in the payment of the Receiver's remuneration,

10 1.3    in or towards the satisfaction of the Secured Liabilities in such order as the Bank in its absolute discretion thinks fit,

10 1 4    in payment of the surplus (if any) to the person or persons entitled to it

10 2      All moneys received recovered or realised by the Bank under this Debenture may be credited at the discretion of the Bank to any suspense or impersonal account and may be held in such account for so long as the Bank shall think fit pending its application from time to time in or towards the discharge of any of the Secured Liabilities

11      **Protection of Third Parties**

11 1      No person dealing with a Receiver or the Bank shall be concerned to enquire whether any power which he or it is purporting to exercise has become exercisable or whether any money is due under this Debenture or as to the application of any money paid raised or borrowed or as to the propriety or regularity of any sale by or other dealing with such Receiver or the Bank All the protection to purchasers

contained in Sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with a Receiver or the Bank

**12 Entry into Possession**

- 12 1 If the Bank or any Receiver shall enter into possession of the property charged by this Debenture or any part of such property it or he may from time to time and at any time go out of such possession Neither the Bank nor any Receiver shall in any circumstances (either by reason of any entry into or taking of possession of any such property or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to the Company for anything except its or his actual receipts or be liable to the Company for any loss or damage arising from any realisation of the property hereby charged by this Debenture or from any act, default or omission in relation thereto

**13. Power of Attorney**

- 13 1 The Company irrevocably appoints the Bank any Receiver and any person nominated by the Bank jointly and also severally to be the attorney of the Company with the power of substitution and in its name and otherwise on its behalf and as its act and deed to sign any documents and carry out any action which the Bank or any Receiver may require or deem proper for any of the purposes of or which the Company ought to do under this Debenture.
- 13 2 The Company agrees to ratify and confirm anything such attorney shall lawfully and properly do

**14. Currency Indemnity**

- 14 1 For the purpose of or pending the discharge of any of the Secured Liabilities the Bank may convert any moneys received recovered or realised by the Bank under this Debenture (including the proceeds of any previous conversion) from their existing currency into such other currency as the Bank may think fit and any such conversion shall be effected at the Bank's then prevailing spot selling rate of exchange for such other currency against the existing currency As a separate and independent obligation the Company agrees to indemnify and hold harmless the Bank against any shortfall between any amount received or recovered by it in respect of any payment due under this Debenture and converted in accordance with the clause into the currency in which such amount was payable and the amount in such currency which was due and payable to the Bank under this Debenture

**15 New Accounts**

- 15.1 If the Bank shall at any time receive actual or constructive notice of any charge or other interest affecting any part of the property charged by this Debenture then the Bank may open a new account or accounts for the Company and, if the Bank does not do so, then the Bank shall be treated as if it had in fact done so at the time when it received or was deemed to receive notice and as from that time all payments made by the Company to the Bank shall be credited or treated as having been credited to the new account and shall not operate to reduce the amount secured by this Debenture at the time when the Bank received or was deemed to have received such notice

**16 Further Assurance**

- 16.1 The Company shall at its own cost whenever requested by the Bank immediately execute and sign all documents and carry out any action which the Bank may require for the purpose of perfecting or more effectively providing security to the Bank for the payment and discharge of the Secured Liabilities or to facilitate the realisation of the property and assets charged by this Debenture or the exercise of any rights vested in the Bank or any Receiver

**17. Set-off**

- 17.1 The Bank may at any time after this Debenture has become enforceable and without notice to the Company combine or consolidate all or any of the Company's then existing accounts with and liabilities to the Bank and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Company to the Bank on any other account or in any other respects. The Bank shall notify the Company that such a transfer has been made

**18 Costs and Expenses**

- 18.1 The Company shall on demand by the Bank and on a full indemnity basis pay to the Bank the amount of all costs and expenses (including legal costs) together with Value Added Tax which the Bank incurs under or in connection with this Debenture including in particular but without limitation all costs and expenses incurred in connection with the preservation or enforcement of the Bank's rights under this Debenture



**19 Indemnity**

- 19 1 The Bank and every Receiver attorney or other person appointed by the Bank under this Debenture and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the property and assets charged by this Debenture in respect of all liabilities and expenses properly incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers granted to them under this Debenture and against all actions, proceedings, losses, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the property charged by this Debenture and the Bank and any such Receiver may retain and pay all sums in respect of the same out of the moneys received under the powers conferred by this Debenture

**20. Assignment**

- 20.1 This Debenture is assignable or transferable by the Bank
- 20.2 The Company may not transfer any of its obligations under this Debenture
- 20.3 The Bank may disclose to any person connected with the Bank and/or any person to whom it is proposing to transfer or assign or has transferred or assigned any of its rights under this Debenture any information about the Company or any party connected or associated with it

**21 Miscellaneous**

- 21 1 No delay or omission on the part of the Bank in exercising any right or remedy under this Debenture shall impair that right or remedy or operate as or be taken to be a waiver of it, nor shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Debenture of that or any other right or remedy
- 21 2 The Bank's rights under this Debenture are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Bank deems expedient.
- 21 3 Any waiver by the Bank of any terms of this Debenture or any consent or approval given by the Bank under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given
- 21 4 If at any time any one or more of the provisions of this Debenture is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction

neither the legality, validity and enforceability of the remaining provisions of this Debenture nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result

- 21 5 Where any provision of this Debenture provides for the payment of interest, interest shall be calculated at the rate applicable to the Secured Liabilities (or, if there is more than one such rate, at the higher(est) of such rates) or, in the absence of any such rate, at 3% per annum above the Bank's base rate from time to time in force
- 21 6 References to statutes, statutory provisions and other legislations shall include all amendments, substitutions, modifications and re-enactments for the time being in force
- 21 7 Any reference in this Debenture to this Debenture or any other agreement or instrument is a reference to this Debenture, or other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time however fundamentally
- 21 8 Clause headings are for reference only and are not to affect the interpretation of this Debenture

## **22 Communications**

- 22 1 Any demand or notice under this Charge shall be in writing signed by an officer or agent of the Bank and (without prejudice to any other effective means of serving it) may be served on the Company personally or by post and either by delivering it to the Company or any officer of the Company at any place or by despatching it addressed to the Company at the address stated in this document (or such other address as may from time to time be notified by the Company to the Bank for this purpose) or the Company's current registered office or the place of business or address last known to the Bank
- 22 2 Any such demand or notice delivered personally shall be deemed to have been received immediately upon delivery
- 22 3 Any such demand or notice sent by post shall be deemed to have been received at the opening of business in the intended places of receipt on the day following the day on which it was posted, even if returned undelivered

**23 Law and Jurisdiction**

23 1 This Debenture is governed by and shall be construed in accordance with the laws of England and Wales

23 2 The Company irrevocably agrees for the exclusive benefit of the Bank that the courts of England and Wales shall have jurisdiction to hear and determine any suit action or proceeding, and to settle any dispute, which may arise out of or in connection with the Debenture and for such purposes irrevocably submits to the jurisdiction of such courts

**24 Land Registry**

24 1 The Company applies to the District Land Registrar for a restriction to be entered on the register of its title to registered properties charged by this Debenture that

“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 charged dated [ ] in favour of Julian Hodge Bank Limited referred to in the charges register ”

**25 Counterparts**

25.1 This Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Debenture

**THIS DEBENTURE** has been executed as a deed by the Company and under hand by the Lender on the date stated at the beginning of this document

## **SCHEDULE 2**

### **MATERIAL AGREEMENTS**

<b>CONTRACT DESCRIPTION</b>	<b>PARTIES</b>	<b>DATE</b>
ENERCON Maintenance and Service Agreement	(1) ENERCON GmbH and (2) Melin Wynt Cambwll Cyf	18 December 2013
Power Purchase Agreement	(1) SmartestEnergy Limited and (2) Melin Wynt Cambwll Cyf	11 March 2015
Agreement for Connection to the Distribution System, at Melin Wynt Cambwll, Cilgoed, Derwen, Corwen, Denbighshire	(1) SP Manweb Plc and (2) Melin Wynt Cambwll Cyf	10 October 2012
Turbine Supply Agreement	(1) ENERCON GmbH and (2) Melin Wynt Cambwll Cyf	15 May 2013

### **SCHEDULE 3**

#### **FORM OF NOTICE**

##### **Part I**

#### **Notice of assignment of Material Agreement**

To     *[Details of relevant Contract Party]*

Dear Sirs

**Re: Assignment over *[insert details of relevant contract and its date]* ("the Contract") in favour of Julian Hodge Bank Limited (the "Bank")**

We give you notice that under a Debenture dated [●] granted by us in favour of the Bank, we have assigned by way of security to the Bank all our interest in and rights and benefits under the Contract as from time to time varied, amended, extended, replaced or novated

We irrevocably and unconditionally instruct and authorise you from time to time and at any time without reference to or further authority from us and without any enquiry by you as to the justification of any such matter

- (a) to pay all sums to be paid by you to us under the terms of the Contract directly to

Account Name

Account Number

Sort Code

Bank Address

or to such other account as the Bank directs,

- (b) to disclose to the Bank such information relating to the Contract as the Bank may request you to disclose to it,
- (c) to comply with the terms of any written notice or instructions in any way relating to or purporting to relate to the Contract which you may receive from the Bank, and
- (d) at the same time as you serve any notice on us under the Contract, to serve a copy of it on the Bank

Notwithstanding the assignment referred to above or the making of any payment by you to the Lender under it, we confirm that:

- (a) we will remain liable under the Contract to perform all obligations assumed by us under it, and
- (b) unless agreed otherwise between you and the Bank in writing, none of the Bank, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in connection with the Contract

Until you are notified otherwise by the Lender, all rights, powers, discretions and remedies shall continue to be exercisable by us

Neither these instructions nor the Contract are to be revoked or varied without the prior written consent of the Bank

This letter is governed by English law

Please confirm your agreement to the above by completing the acknowledgement clause on the enclosed copy of this letter and sending it to the Bank's solicitors at the following address

Hugh James  
Hodge House  
114-116 St Mary Street  
CARDIFF  
CF10 1DY

F.A O Iwan Jenkins  
(ref JUL6/12)

Yours faithfully

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For and on behalf of **MELIN WYNT CAMBWLL CYF**

**SCHEDULE 3**

**Part II**

**Receipt of notice of assignment of Material Contract**

**[on copy letter only]**

**From:** *[Details of relevant Contract Party]*

**To:** Julian Hodge Bank Limited

We acknowledge receipt of the notice of assignment dated [●] (of which this is a copy) and confirm that

- (a) we have not received notice of any previous assignment or charges of or over the Contract,
- (b) as at the date of this acknowledgement, we are not aware of any breach by the Assignor of the terms of the Contract,
- (c) we do not have and have not claimed or exercised any right or claim against the Assignor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to the Contract, and
- (b) we agree and will comply with the matters set out in that notice

\_\_\_\_\_  
For and on behalf of [ ♦ ]

Dated \_\_\_\_\_

Executed as a deed

By **MELIN WYNT CAMBWLL CYF**

acting by

Director



Director/Secretary



Signed by a person authorised to act  
for and on behalf of  
**JULIAN HODGE BANK LIMITED**



Signatory