



Registration of a Charge

Company name: **AFON LAS HYDRO LIMITED**

Company number: **08360319**



X8G1QNAX

Received for Electronic Filing: **14/10/2019**

Details of Charge

Date of creation: **14/10/2019**

Charge code: **0836 0319 0002**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC**

Brief description: **THE CHARGOR CHARGES WITH FULL TITLE GUARANTEE THE LEASEHOLD PROPERTY, AMONGST OTHERS, KNOWN AS THE LAND AT GWASTADNANT, NANT PERIS, CAERNARFON AND CAE PERTHI, NANT PERIS, CAERNARFON AND ANY BUILDINGS, FIXTURES, FITTINGS, FIXED PLANT OR MACHINERY FROM TIME TO TIME SITUATED ON OR FORMING PART OF SUCH PROPERTY, AND ANY RELATED RIGHTS. SEE INSTRUMENT FOR MORE DETAILS.**

Contains fixed charge(s).

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:

WATSON FARLEY & WILLIAMS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8360319

Charge code: 0836 0319 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th October 2019 and created by AFON LAS HYDRO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th October 2019 .

Given at Companies House, Cardiff on 15th October 2019

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 14 October 2019

AFON LAS HYDRO LIMITED
as Chargor

and

NATIONAL WESTMINSTER BANK PLC
as Security Trustee

MORTGAGE

THIS DEED is dated 14 October 2019 between:

- (1) **AFON LAS HYDRO LIMITED**, registered in England and Wales with company number 08360319 and registered address Wellington House 273-275 High Street, London Colney, St Albans, Hertfordshire, AL2 1HA (the "**Chargor**"); and
- (2) **NATIONAL WESTMINSTER BANK PLC** as trustee for the Secured Parties (the "**Security Trustee**" which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Facilities Agreement).

BACKGROUND:

It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

OPERATIVE PROVISIONS

IT IS AGREED as follows:

1 Definitions

In this Deed:

"**Mortgaged Property**" means:

- (a) the leasehold property specified in Schedule 1 (*Details of Mortgaged Property*); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

and includes all Related Rights.

"**Related Rights**" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

2 Legal Charge

The Chargor charges with full title guarantee in favour of the Security Trustee (as Security Trustee for the Secured Parties) with the payment and discharge of the Secured Obligations, by way of first legal mortgage the Mortgaged Property.

3 Implied Covenants For Title

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 2 (*Legal Charge*).

- (b) It shall be implied in respect of Clause 2 (*Legal Charge*) that the Chargor is disposing of the Mortgaged Property free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

4 Application to The Land Registry

The Chargor consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship register of any registered land forming part of 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 [date] in favour of [security trustee] referred to in the charges register."

5 Tacking

Each Secured Party is under an obligation to make further advances to the Borrower.

6 Third Party Rights

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

7 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 Trustee and executed as a deed by the Chargor and is delivered by it on the date specified above.

SCHEDULE 1
DETAILS OF MORTGAGED PROPERTY

Description of Property	Title Number
Land at Gwastadnant, Nant Peris, Caernarfon	CYM719471
Land at Cae Perthi, Nant Peris, Caernarfon	CYM719463

EXECUTION PAGES

THE CHARGOR

EXECUTED as a DEED)
 by AFON LAS HYDRO LIMITED)
 acting by a director)
 in the presence of:)

Signature of director

Name of director JAN JOSMAR

Signature of witness

Name of Witness ANNIE BALL
 (in block capitals)

Address of Witness Ashurst LLP
 London Fruit and Wool Exchange
 1 Duval Square
 London
 E1 6PW

Occupation of witness TRADE SOLICITOR

THE SECURITY TRUSTEE

SIGNED by)
 NATIONAL WESTMINSTER)
 BANK PLC)

By: MOHD KHARBAT

Address: Level 9, 250 Bishopsgate, EC2M 4AA

Attention: Thomas Gidman