



Registration of a Charge

Company Name: **AURA WIND (MIDDLETON) LIMITED**

Company Number: **08810769**



XBWYAALL

Received for filing in Electronic Format on the: **08/02/2023**

Details of Charge

Date of creation: **01/02/2023**

Charge code: **0881 0769 0006**

Persons entitled: **BAYERISCHE LANDESBANK (AS SECURITY TRUSTEE)**

Brief description:

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: **OSBORNE CLARKE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8810769

Charge code: 0881 0769 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st February 2023 and created by AURA WIND (MIDDLETON) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th February 2023 .

Given at Companies House, Cardiff on 10th February 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**

1 February

This Supplemental Debenture is made on _____ ~~January~~, 2023

Between

- (1) **The entities** listed in Schedule 1 as original chargors (the "**Chargors**" and each a "**Chargor**"); and
- (2) **Bayerische Landesbank** as security trustee on behalf of the Secured Parties (the "**Security Trustee**").

Background:

- (A) Pursuant to the Original Debenture (as defined below), the Chargors created Security over all of their assets for, amongst other things, their present and future obligations and liabilities under the Finance Documents.
- (B) The Chargors have acquired interests in additional assets and has agreed to enter into this Supplemental Debenture to create security over such assets.
- (C) This Supplemental Debenture is supplemental to the Original Debenture (as defined below).
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

It is agreed as follows:

1. Definitions and interpretation

- 1.1 In this Supplemental Debenture, unless the context otherwise requires, the following definitions shall apply:

"Original Debenture" means the debentured dated 24 June 2020 granted by, among others, the Chargors in favour of the Security Trustee.

"Specific Contracts" means each contract specified in Schedule 2 (*Specific Contracts*).

1.2 Terms defined in other Finance Documents

Unless defined in this Supplemental Debenture, or the context otherwise requires:

- (a) a term defined in the Original Debenture has the same meaning in this Supplemental Debenture; and
- (b) a term defined in the Facilities Agreement or in any other Finance Document has the same meaning in this Supplemental Debenture and each Mortgage, or any notice given under or in connection with this Supplemental Debenture or any Mortgage,

in each case as if all references in those defined terms to the Facilities Agreement or other Finance Documents were a reference to this Supplemental Debenture, each Mortgage or that notice.

1.3 Construction

In this Supplemental Debenture or, as applicable, any Mortgage the rules of interpretation contained in clause 1.2 (*Construction*) of the Facilities Agreement shall apply to the construction of this Supplemental Debenture or any Mortgage or any notice given under or in connection with this Supplemental Debenture or any Mortgage.

1.4 Third party rights

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

1.5 Fixed Security

Clauses 2.1 (*Fixed charges*) and 2.2 (*Assignments*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment by way of security over each relevant asset within any particular class of assets defined under this Supplemental Debenture or any Mortgage and the failure to create an effective mortgage, fixed charge or assignment by way of security (whether arising out of this Supplemental Debenture or any Mortgage or any act or omission by any party) on any one asset shall not affect the nature of any mortgage, fixed charge or assignment imposed on any other asset whether within that same class of assets or not.

1.6 No obligation

The Security Trustee shall not be under any obligation in relation to the Charged Property as a consequence of this Supplemental Debenture or any Mortgage and the Chargors shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of the Charged Property.

2. Fixed charge and assignment

2.1 Fixed charges

Supplemental to clause 3.1 (*Fixed charges*) of the Original Debenture, each Chargor charges with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (to the extent that such assets are not effectively assigned in accordance with Clause 2.2 (*Assignments*) below, all that Chargor's right, title and interest from time to time in and (subject to obtaining any necessary consent to that assignment from any third party) to the Specific Contracts, all proceeds paid or payable thereunder and all Related Rights, subject to the right of a Chargor to redeem such assignment upon the full payment or discharge of the Secured Obligations.

2.2 Assignments

- (a) Supplemental to clause 3.2 (*Assignments*) of the Original Debenture, each Chargor, to the extent permitted by applicable law, assigns and agrees to assign absolutely with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all that Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to that assignment from any third party) the Specific Contracts, all proceeds paid or payable thereunder and all Related Rights, subject to the right of a Chargor to redeem such assignment upon the full payment or discharge of the Secured Obligations.
- (b) For the avoidance of doubt, prior to the occurrence of an Event of Default (which is continuing) each Chargor shall be permitted to continue to exercise its rights, powers and discretions in relation to the Specific Contracts and retain payments of receivables assigned hereunder, subject always to the provisions of the Finance Documents and this Supplemental Debenture.

3. Incorporation

The provision of clauses 2 (*Payment of Secured Obligations*) and clauses 5 (*Perfection of security*) to 31 (*Waivers and counterparts*) of the Original Debenture apply to this Supplemental Debenture as though they were set out in full in this Supplemental Debenture except that references to "this Deed" or "this Supplemental Debenture" in the Original Debenture are to be construed as references to "this Supplemental Debenture".

4. **Continuation**

- 4.1 Except insofar as supplemental hereby, the Original Debenture will remain in full force and effect.
- 4.2 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.
- 4.3 References in the Original Debenture to "this Deed" or "this Supplemental Debenture" 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.
- 4.4 This Supplemental Debenture is designated as a Finance Document and a Transaction Security Document.
- 4.5 This Supplemental Debenture may be executed in any number of counterparts and all the counterparts shall together constitute one and the same document.

5. **Governing law**

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

6. **Jurisdiction and enforcement**

- (a) the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture or any Mortgage (including a dispute relating to the existence, validity or termination of this Supplemental Debenture or any Mortgage, the consequences of their nullity or any non-contractual obligations arising out of or in connection with this Supplemental Debenture or any Mortgage) (a "**Dispute**");
- (b) 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;
- (c) this Clause 6 (*Jurisdiction and enforcement*) is for the benefit of the Security Trustee only. As a result, and notwithstanding Clause 6(a), it does not prevent the Security Trustee from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

This Supplemental Debenture has been signed on behalf of the Security Trustee and executed as a deed by each Chargor and is delivered by it on the date specified above.

Schedule 1
The Chargors

Company Name	Company Number	Jurisdiction of Incorporation	Registered Office
Aura Wind (Back Lane) Limited	08163107	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (Badentoul) Limited	08811576	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (Boddington) Limited	06857939	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (Bridgend) Limited	08818854	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (Clonherb) Limited	08810770	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (Cowiehill) Limited	08810898	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (Eastertown) Limited	08810865	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (East Town) Limited	08811586	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (Erith) Limited	08064585	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (Harrington Parks) Limited	08810771	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT

Aura Wind (High Dyke) Limited	09192475	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (Longlands Lane) Limited	08924593	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (Low Bowhill) Limited	08810751	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (Low Lanrigg) Limited	08064737	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (Martinhill East) Limited	08810746	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (Melbur) Limited	08065629	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (Middleton) Limited	08810769	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (Midtown of Glass) Limited	09108534	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (Newton of Edingight) Limited	09112508	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (North Threave) Limited	08811589	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (Pitcairlie) Limited	08812335	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (Plasparcau) Limited	09108428	England and Wales	Windsor House, Bayshill Road,

			Cheltenham, England GL50 3AT
Aura Wind (Prospect House) Limited	09112510	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (Prustacott Farm) Limited	08811591	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (Samples Farm) Limited	08811594	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (Stonehaven) Limited	09299674	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (Temple Hill) Limited	09663982	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (Tregony) Limited	09728538	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (Treleigh Farm) Limited	08811597	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (Wairds of Alpity) Limited	09112583	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT
Aura Wind (Westwood Farm) Limited	08465694	England and Wales	Windsor House, Bayshill Road, Cheltenham, England GL50 3AT

Schedule 2
Specific Contracts

Contract	Parties	Date
Technical Management Contract	(1) Each Chargor (2) AGR Renewables Limited	On or about the date of this Supplemental Debenture

Execution Pages

The Chargors

Executed as a deed)
by **Aura Wind (Back Lane)**)
Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director

Tim Mihill

Signature of witness:

[Redacted Signature]

Name:

Ed Wilson

Address:

[Redacted Address]

Occupation

Asset Manager

Executed as a deed)
by **Aura Wind (Badentoul)**)
Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director

Tim Mihill

Signature of witness:

[Redacted Signature]

Name:

Ed Wilson

Address:

[Redacted Address]

Occupation

Asset Manager

Executed as a deed)
by **Aura Wind (Boddington)**)
Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director

Tim Mihill

Signature of witness:

[Redacted Signature]

Name:

Ed Wilson

Address:

[Redacted Address]

Occupation

Asset Manager

Executed as a deed)
by **Aura Wind (Bridgend)**)
Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director

Tim Mihill

Signature of witness:

[Redacted Signature]

Name:

Ed Wilson

Address:

[Redacted Address]

Occupation

Asset Manager

Executed as a deed)
by **Aura Wind (Clonherb)**)
Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director

Tim Mihill

Signature of witness:

[Redacted Signature]

Name:

Ed Wilson

Address:

[Redacted Address]

Occupation

Asset Manager

Executed as a deed)
by **Aura Wind (Cowiehill)**)
Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director
Tim Mihill

Signature of witness:

[Redacted Signature]

Name:

Ed Wilson

Address:

[Redacted Address]

Occupation

Asset Manager

Executed as a deed)
by **Aura Wind (Eastertown)**)
Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director
Tim Mihill

Signature of witness:

[Redacted Signature]

Name:

Ed Wilson

Address:

[Redacted Address]

Occupation

Asset Manager

Executed as a deed)
by **Aura Wind (East Town)**)
Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director
Tim Mihill

Signature of witness:

[Redacted Signature]

Name:

Ed Wilson

Address:

[Redacted Address]

Occupation

Asset Manager

Executed as a deed)
by **Aura Wind (Erith)**)
Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director
Tim Mihill

Signature of witness:

[Redacted Signature]

Name:

Ed Wilson

Address:

[Redacted Address]

Occupation

Asset Manager

Executed as a deed)
by **Aura Wind (Harrington**)
Parks) Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director
Tim Mihill

Signature of witness:

[Redacted Signature]

Name:

Ed Wilson

Address:

[Redacted Address]

Occupation

Asset Manager

Executed as a deed)
by **Aura Wind (High Dyke)**)
Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director
Tim Mihill

Signature of witness:

[Redacted Signature]

Name:

Ed Wilson

Address:

[Redacted Address]

Occupation

Asset Manager

Executed as a deed)
by **Aura Wind (Longlands**)
Lane) Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director
Tim Mihill

Signature of witness:

[Redacted Signature]

Name: Ed Wilson

Address: [Redacted Address]

Occupation Asset Manager

Executed as a deed)
by **Aura Wind (Low Bowhill)**)
Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director
Tim Mihill

Signature of witness:

[Redacted Signature]

Name: Ed Wilson

Address: [Redacted Address]

Occupation Asset Manager

Executed as a deed)
by **Aura Wind (Low Lanrigg)**)
Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director
Tim Mihill

Signature of witness:

[Redacted Signature]

Name:

Ed Wilson

Address:

[Redacted Address]

Occupation Asset Manager

Executed as a deed)
by **Aura Wind (Martinhill**)
East) Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director
Tim Mihill

Signature of witness:

[Redacted Signature]

Name:

Ed Wilson

Address:

[Redacted Address]

Occupation Asset Manager

Executed as a deed)
by **Aura Wind (Melbur)**)
Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director
Tim Mihill

Signature of witness: [Redacted Signature]

Name: Ed Wilson

Address: [Redacted Address]

Occupation Asset Manager

Executed as a deed)
by **Aura Wind (Middleton)**)
Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director
Tim Mihill

Signature of witness: [Redacted Signature]

Name: Ed Wilson

Address: [Redacted Address]

Occupation Asset Manager

Executed as a deed)
by **Aura Wind (Midtown of**)
Glass) Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director

Tim Mihill

Signature of witness:

[Redacted Signature]

Name:

Ed Wilson

Address:

[Redacted Address]

Occupation

Asset Manager

Executed as a deed)
by **Aura Wind (Newton of**)
Edingight) Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director

Tim Mihill

Signature of witness:

[Redacted Signature]

Name:

Ed Wilson

Address:

[Redacted Address]

Occupation

Asset Manager

Executed as a deed)
by **Aura Wind (North Threave)**)
Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director
Tim Mihill

Signature of witness:

[Redacted Signature]

Name:

Ed Wilson

Address:

[Redacted Address]

Occupation

Asset Manager

Executed as a deed)
by **Aura Wind (Pitcairlie)**)
Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director
Tim Mihill

Signature of witness:

[Redacted Signature]

Name:

Ed Wilson

Address:

[Redacted Address]

Occupation

Asset Manager

Executed as a deed)
by **Aura Wind (Plasparcau)**)
Limited)
acting by)
a director)
in the presence of:)

[Redacted Signature]

Director
Tim Mihill

Signature of witness:

[Redacted Signature]

Name: Ed Wilson

Address: [Redacted Address]

Occupation Asset Manager

Executed as a deed)
by **Aura Wind (Prospect**)
House) Limited)
acting by)
a director)
in the presence of:)

[Redacted Signature]

Director
Tim Mihill

Signature of witness

[Redacted Signature]

Name: Ed Wilson

Address: [Redacted Address]

Occupation Asset Manager

Executed as a deed)
by **Aura Wind (Prustacott**)
Farm) Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director

Tim Mihill

Signature of witness

[Redacted Signature]

Name:

Ed Wilson

Address:

[Redacted Address]

Occupation

Asset Manager

Executed as a deed)
by **Aura Wind (Samples Farm))**)
Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director

Tim Mihill

Signature of witness:

[Redacted Signature]

Name:

Ed Wilson

Address:

[Redacted Address]

Occupation

Asset Manager

Executed as a deed)
by **Aura Wind (Stonehaven)**)
Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director
Tim Mihill

Signature of witness:

[Redacted Signature]

Name:

Ed Wilson

Address:

[Redacted Address]

Occupation

Asset Manager

Executed as a deed)
by **Aura Wind (Temple Hill)**)
Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director
Tim Mihill

Signature of witness:

[Redacted Signature]

Name:

Ed Wilson

Address:

[Redacted Address]

Occupation

Asset Manager

Executed as a deed)
by **Aura Wind (Tregony)**)
Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director
Tim Mihill

Signature of witness: [Redacted Signature]

Name: Ed Wilson

Address: [Redacted Address]

Occupation Asset Manager

Executed as a deed)
by **Aura Wind (Treleigh Farm)**)
Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director
Tim Mihill

Signature of witness: [Redacted Signature]

Name: Ed Wilson

Address: [Redacted Address]

Occupation Asset Manager

Executed as a deed)
by **Aura Wind (Wairds of**)
Alpity) Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director

Tim Mihill

Signature of witness:

[Redacted Signature]

Name:

Ed Wilson

Address:

[Redacted Address]

Occupation

Asset Manager

Executed as a deed)
by **Aura Wind (Westwood**)
Farm) Limited)
acting by a director)
in the presence of:)

[Redacted Signature]

Director

Tim Mihill

Signature of witness:

[Redacted Signature]

Name:

Ed Wilson

Address:

[Redacted Address]

Occupation

Asset Manager

EXECUTION VERSION

The Security Trustee

Signed by
Bayerische Landesbank

)



By:

Hansjörg Bosler

Christopher Huber

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 8 February 2023

Signed *Osborne Clarke LLP*

Osborne Clarke LLP
One London Wall
London
EC2Y 5EB