



**Registration of a Charge**

Company Name: **WEDNESBURY POWER LTD**

Company Number: **09120513**



Received for filing in Electronic Format on the: **16/12/2022**

XBIYEVWY

**Details of Charge**

Date of creation: **06/12/2022**

Charge code: **0912 0513 0002**

Persons entitled: **CLOSE LEASING LIMITED AS SECURITY TRUSTEE**

Brief description: **ALL THAT LEASEHOLD PROPERTY KNOWN AS SITE 2, 40 PROTHERO INDUSTRIAL ESTATE, BILPORT LANE, WEDNESBURY BEING PART OF THE FREEHOLD LAND REGISTERED AT HM LAND REGISTRY WITH ABSOLUTE TITLE UNDER TITLE NUMBER WM676680 AS MORE PARTICULARLY DESCRIBED IN A LEASE DATED 12 JANUARY 2018 AS VARIED BY SUBSEQUENT DEEDS AND WHICH IS CURRENTLY UNDERGOING REGISTRATION WITH ALLOCATED TITLE NUMBER MM177272 AND WHICH IS MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT.**

**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: 9120513

Charge code: 0912 0513 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th December 2022 and created by WEDNESBURY POWER LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th December 2022 .

Given at Companies House, Cardiff on 20th December 2022

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:** 6 December 2022

---

**SUPPLEMENTAL DEBENTURE**

---

Between

**WEDNESBURY POWER LTD**  
(as Chargor)

and

**CLOSE LEASING LIMITED**  
(as Security Trustee)

---

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 on 6 December 2022

**BETWEEN:**

- (1) WEDNESBURY POWER LTD, a company incorporated in England and Wales with company number 09120513 and having its registered office at 1030 Centre Park, Slutchers Lane, Warrington, England, WA1 1QL (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 security trustee (the “Security Trustee”).

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 31 May 2022 between the Chargor and the Security Trustee;

“**Facility Agreement**”: the loan facilities agreement originally dated 15 April 2021 as amended from time to time including (i) as amended on 27 April 2021 and 31 March 2022 and (ii) as amended and restated on 4 June 2021 and originally entered into between (1) Velox Power Limited as borrower, (2) the Arranger, (3) the Original Obligors, (4) the Original Lenders, (5) the Agent and (6) the Security Trustee (all as defined therein) and to which the Chargor acceded as an obligor by way of an accession deed dated 31 May 2022.

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

“**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 (*Definitions and 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 Security Trustee (as trustee for the Finance Parties) by way of a first legal mortgage all of its right, title and interest in and to the freehold, commonhold and leasehold property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 1 hereto (*Real Property*)).
- 2.6 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of a first fixed charge all of its right, title and interest in and to:
- 2.6.1 the Specified Project Documents; and
- 2.6.2 the Specified Insurances.

## 3. LAND REGISTRY

In respect of the Mortgaged Property specified in Schedule 1 and for the purposes of Panel 8 of the Form RX1 that may be required to be completed by the Security Trustee 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 Security Trustee 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 Security Trustee] 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” shall be deemed to refer to the Debenture as supplemented by this Supplemental Debenture and to this Supplemental Debenture.
- 4.3 For the avoidance of doubt, the provisions of Clause 5 (*Negative Pledge*) of the Debenture shall apply to the Mortgaged Property, the Specified Project Documents and the Specified Insurances hereto.
- 4.4 This Supplemental Debenture is supplemental to the Debenture. On and from the date of this Supplemental Debenture:
- 4.4.1 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 Mortgaged Property, the Specified Project Documents and the Specified Insurances; and
- 4.4.2 the Chargor acknowledges that references to the “Debenture” in any Facility Agreement is a reference to the Debenture as amended 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**

#### **Part 1 - Registered Land**

**(Freehold, commonhold or leasehold property (if any) in England and Wales of which the Chargor is registered as the proprietor at the Land Registry)**

ALL THAT leasehold property lying to the east of Bilport Lane, Wednesbury being part of the freehold land registered at HM Land Registry with absolute title under title number WM676680 and as the same is more particularly described in a lease dated 22 November 2017 made between (1) D P Broadhurst Limited, (2) D. Broadhurst Limited and (3) Wednesbury Power Ltd as varied by (i) a Deed dated 26 October 2020 made between (1) D P Broadhurst Limited, (2) D. Broadhurst Limited and (3) Wednesbury Power Ltd (the "Original Lease") and (ii) a second Deed dated 26 October 2022 made between (1) D P Broadhurst Limited, (2) D. Broadhurst Limited and (3) Wednesbury Power Ltd which second Deed took effect as a surrender and regrant of the Original Lease and is currently undergoing registration with allocated title number MM177273.

#### **Part 2 - Unregistered Land**

**(Freehold or leasehold property (if any) in England and Wales title to which is not registered at the Land Registry of which the Chargor is the owner)**

None.



**Schedule 2**

**Specified Project Documents**

None

**Schedule 3**

**Specified Insurances**

None

EXECUTION PAGE

THE CHARGOR

EXECUTED AS A DEED by )  
WEDNESBURY POWER LTD )  
acting by two directors: )  
Keith Gains )  
..... )  
and Rory John Quinlan )  
..... )

DocuSigned by:  
[Redacted Signature]  
B58C0CC0EA994B8.....  
(Director)  
  
DocuSigned by:  
[Redacted Signature]  
FEA3F8846839412.....  
(Director)

THE SECURITY TRUSTEE

SIGNED ON )  
BEHALF OF CLOSE LEASING )  
LIMITED )  
acting by its duly authorised )  
Attorney )  
Mark Draper )  
..... )

DocuSigned by:  
[Redacted Signature]  
93EF94233C4F479..... as Attorney  
for CLOSE LEASING LIMITED