



Registration of a Charge

Company Name: **AMBER REAL ESTATE INVESTMENTS (AGRICULTURE) LIMITED**

Company Number: **09885883**



Received for filing in Electronic Format on the: **29/11/2021**

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Details of Charge

Date of creation: **26/11/2021**

Charge code: **0988 5883 0034**

Persons entitled: **LLOYDS BANK PLC AS SECURITY AGENT**

Brief description: **THE CHARGOR CHARGED BY WAY OF LEGAL MORTGAGE THE LAND KNOWN AS THE LAND ON THE SOUTH SIDE OF NORTH PICKENHAM ROAD, NORTH PICKENHAM, SWAFFHAM (PE37 8LL) REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER NK368561.**

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: **WE 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 PART OF THE CHARGING INSTRUMENT SIGNED BY OR ON BEHALF OF THE**

**CHARGOR, AND A CORRECT COPY OF THE SIGNATURE PAGE TO
EACH OTHER PART OF SUCH CHARGING INSTRUMENT.**

Certified by:

DENTONS UK AND MIDDLE EAST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9885883

Charge code: 0988 5883 0034

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th November 2021 and created by AMBER REAL ESTATE INVESTMENTS (AGRICULTURE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th November 2021 .

Given at Companies House, Cardiff on 30th November 2021

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**



Supplemental debenture

Dated 26 November 2021

Amber Real Estate Investments (Agriculture) Limited
(the Chargor)

Lloyds Bank plc
(the Security Agent)

Dentons UK AND MIDDLE EAST LLP
One Fleet Place
London EC4M 7WS
United Kingdom
DX 242

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Supplemental debenture

Dated 26 November 2021

Between

- (1) **Amber Real Estate Investments (Agriculture) Limited**, a company incorporated under the laws of England and Wales with registered number 09885883 having its registered office at 2nd Floor, Colmore Court, 9 Colmore Row, Birmingham B3 2BJ (the **Chargor**); and
- (2) **Lloyds Bank plc**, as security agent for the Secured Parties (the **Security Agent**).

Recitals

- A This Deed is supplemental to the Debenture.
- B It is a requirement of the Facility Agreement that the Chargor enters into this Deed.

It is agreed:

1 Definitions and interpretation

1.1 Definitions

Words and expressions defined in the Debenture shall have the same meanings in this Deed unless they are expressly defined in it and, in addition, in this Deed:

Debenture means the debenture dated 16 June 2021 between the Chargor and the Security Agent.

1.2 Interpretation

Clauses 1.2 (*Construction*) to 1.4 (*Effect as a deed*) of the Debenture shall apply to this Deed subject to any necessary changes.

2 Creation of Security

The Chargor charges by way of legal mortgage its interest in the Land referred to in Schedule 1.

3 Nature of Security created

The Security created under this Deed is created:

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities;
- (b) in favour of the Security Agent as security trustee for the Secured Parties; and
- (c) with full title guarantee.

4 Security to be included in Debenture

For the purposes of this Deed and the Debenture, with effect from the date of this Deed:

- (a) the Security Assets shall include the property and assets of the Chargor mortgaged pursuant to this Deed; and
- (b) references in the Debenture to the Security created by or pursuant to the Debenture shall be deemed to include the Security created by or pursuant to this Deed.

5 Further assurance

5.1 Registration at Companies House

The Chargor consents to the registration of this Debenture at Companies House pursuant to Part 25 of the Companies Act 2006.

5.2 Application to Land Registrar

The Chargor consents to the registration against the registered titles specified in Schedule 1 of:

- (a) a restriction in the following terms:

"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 of Supplemental Debenture] in favour of Lloyds Bank plc referred to in the charges register or their conveyancer. (Form P)"; and
- (b) a notice that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents.

5.3 Further action

Clause 14.3 (*Further action*) of the Debenture shall apply in relation to this Deed as if the reference in that clause to the Debenture were a reference to this Deed.

6 Tacking

For the purposes of section 94(1) of the LPA and section 49(3) of the Land Registration Act 2002 the Security Agent confirms on behalf of the Lenders that the Lenders shall make further advances to the Borrower on the terms and subject to the conditions of the Finance Documents.

7 General

- 7.1 This Deed is a Finance Document and the Debenture shall continue in full force and effect as supplemented by this Deed.
- 7.2 The provisions of Clauses 18 (*Costs and expenses*) and 19.2 (*Jurisdiction*) of the Debenture shall apply to this Deed as it applies to the Debenture.

- 7.3 This Deed 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 Deed.
- 7.4 English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

Schedule 1 – Land charged by way of legal mortgage

Part 1 – Registered Land

Description and address	Title Number
Land on the south side of North Pickenham Road, North Pickenham, Swaffham (PE37 8LL)	NK368561

Signatories



Executed as a deed by)
Amber Real Estate investments (Agriculture) Limited) R. J. Rafferty
acting by a director in the presence of:

Signature of witness:
.....

Name of witness: ... Andy Haveron

Address:
.....
.....
.....

Signed for and on behalf of)
Lloyds Bank plc)

Signatories

Executed as a deed by)
Amber Real Estate investments (Agriculture) Limited)
acting by a director in the presence of:

Signature of witness:

Name of witness:

Address:

.....

.....

Signed for and on behalf of)
Lloyds Bank plc)



John Togher