



**Registration of a Charge**

Company name: **GENERATOR STRATEGIC LAND LIMITED**

Company number: **10746543**



X8Z8V7EI

Received for Electronic Filing: **21/02/2020**

---

**Details of Charge**

Date of creation: **17/02/2020**

Charge code: **1074 6543 0004**

Persons entitled: **TOPLAND TYNE LIMITED**

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: **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 ORIGINAL  
INSTRUMENT.**

Certified by:

**OSBORNE CLARKE LLP**



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

Company number: 10746543

Charge code: 1074 6543 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th February 2020 and created by GENERATOR STRATEGIC LAND LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st February 2020 .

Given at Companies House, Cardiff on 24th February 2020

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

**EXECUTION VERSION**

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 21/02/20

Signed *Osborne Clarke LLP (bmm)*

Osborne Clarke LLP

2 Temple Back East

Temple Quay

Bristol BS1 6EG

**Supplemental Debenture**

- (1) Generator Strategic Land Limited (the Chargor)
- (2) Topland Tyne Limited (the Lender)

Dated 17 February 2020

**Osborne Clarke LLP**

2 Temple Back East  
Temple Quay  
Bristol  
BS1 6EG

Tel: +44 117 917 3000  
Fax: +44 117 917 3005

## Supplemental Debenture

The Supplemental Debenture is made on

17 February 2020

### Between:

- (1) **Generator Strategic Land Limited** (company number: 10746543) whose registered office is at 55 Baker Street, London W1U 7EU (the "**Chargor**"); and
- (2) **Topland Tyne Limited**, a company incorporated under the laws of England and Wales with registered number 6777559 having its registered office at 55 Baker Street, London W1U 7EU (the "**Lender**").

### Background

- A. Pursuant to the Original Debenture (as defined below), the Chargor created Security over all of its assets for all money, debts, obligations and liabilities from time to time due, owing incurred by the Obligors (as defined in the Original Debenture (defined below)) or any of them to the Lender under or pursuant to the Finance Documents or otherwise.
- B. The Chargor has acquired interests in Investments and, in accordance with the terms of the Facility Agreement (as defined in the Original Debenture (defined below)), the Chargor has agreed to enter into this Supplemental Debenture.
- C. This Supplemental Debenture is supplemental to the Original Debenture (as defined below).

This Supplemental Debenture witnesses as follows:

#### 1. Definitions and interpretation

##### 1.1. Definitions

Terms defined in the Original Debenture shall, unless otherwise defined in this Supplemental Debenture or unless a contrary intention appears, bear the same meaning when used in this Supplemental Debenture and the following definitions shall apply:

"**Additional Investments**" means the following Investments:

Company in which Investments are held	Investments held
Generator (Comeytrove) Ltd (company number: 12186909)	100 ordinary shares of £1.00 each

; and

"**Original Debenture**" means the debenture between (1) the Chargor and (2) the Lender dated 4 August 2017.

##### 1.2. Construction

Unless a contrary intention appears, words and expressions defined in the Original Debenture shall have the same meaning in this Supplemental Debenture and clause 1.2 (*Construction*) of the Original Debenture shall apply to this Supplemental Debenture *mutatis mutandis*.

##### 1.3 Third party rights

- (a) Any Receiver and its officers, employees and agents may enforce any term of this Supplemental Debenture which purports to confer a benefit on that person, but no other person who is not a party to this Supplemental Debenture has any right under

the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Supplemental Debenture.

- (b) Notwithstanding any term of any Finance Document, the parties to this Supplemental Debenture and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Supplemental Debenture without the consent of any person who is not a party to this Supplemental Debenture.

#### 1.4 ***Effect as a deed***

This Supplemental Debenture shall take effect as a deed even if it is signed under hand on behalf of the Lender.

#### 1.5 ***Law of Property (Miscellaneous Provisions) Act 1989***

The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Supplemental Debenture to the extent required to ensure that any purported disposition of an interest in Land contained in this Supplemental Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

#### 1.6 ***Finance Document***

This Supplemental Debenture is a Finance Document.

### 2. **Security Assets**

The Chargor:

- (a) covenants with the Lender that it will on demand pay and discharge the Secured Liabilities when due; and
- (b) mortgages or (if or to the extent that this Supplemental Debenture does not take effect as a mortgage) charges by way of fixed charge all Additional Investments, including those held for it by any nominee.

### 3. **Incorporation**

The provisions of clause 4 (*Nature of Security created*) to clause 25 (*Counterparts*) (inclusive) 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 Debenture" in the Original Debenture are to be construed as references to "this Supplemental Debenture".

### 4. **Continuation**

- (a) Except insofar as supplemental hereby, the Original Debenture will remain in full force and effect.
- (b) The 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.
- (c) References in the Original Debenture to "this Deed" or "this 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.
- (d) This Supplemental Debenture is designated as a Finance Document.

5. **Governing law**

English law governs this Supplemental Debenture, its interpretation and any non-contractual obligations arising from or connected with it.

6. **Jurisdiction**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture (including a dispute regarding the existence, validity or termination of this Supplemental Debenture) (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 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

**Executed** as a deed and delivered on the date appearing at the beginning of this Supplemental Debenture.

## Signatories

### The Chargor

Executed as a Deed by  
**GENERATOR STRATEGIC LAND LIMITED**  
acting by a director in the presence of

) Signature of director .

)

) Name of director

..... **EDWARD ORR** .....

Signature of witness

Name of witness

Address of witness

*Richard Freedman*  
**FREEDMAN + HILMI LLP**  
**101 WIGMORE STREET**  
**LONDON**  
**W1U 1QU**

Occupation of witness

*Trainee Solicitor*

Notice Details for Generator Strategic Land Limited:

Address: c/o Generator Land Ltd  
Townfield House  
27-29 Townfield Street  
Chelmsford  
Essex CM1 1QL

Facsimile: N/A

Attention: Paul Isaacs/Edward Orr

### Lender

Signed by )  
authorised signatory )  
for and on behalf of )  
**TOPLAND TYNE LIMITED** )

Notice Details for Topland Tyne Limited:

Address: 105 Wigmore Street, London W1U 1QY  
Facsimile: 020 7493 4055  
Attention: The Company Secretary



## Signatories

### The Chargor

Executed as a Deed by  
**GENERATOR STRATEGIC LAND LIMITED**  
acting by a director in the presence of

) Signature of director .....  
)  
) Name of director .....

Signature of witness .....

Name of witness .....

Address of witness .....

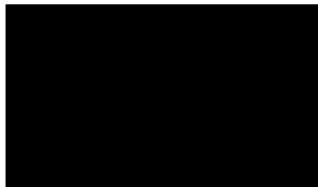
Occupation of witness .....

### Notice Details for Generator Strategic Land Limited:

Address: c/o Generator Land Ltd  
Townfield House  
27-29 Townfield Street  
Chelmsford  
Essex CM1 1QL  
Facsimile: N/A  
Attention: Paul Isaacs/Edward Orr

### Lender

Signed by MARK KINGSTON )  
authorised signatory )  
for and on behalf of )  
**TOPLAND TYNE LIMITED** )



### Notice Details for Topland Tyne Limited:

Address: 105 Wigmore Street, London W1U 1QY  
Facsimile: 020 7493 4055  
Attention: The Company Secretary