



Registration of a Charge

Company Name: **CONRAD (RUNCORN) LIMITED**

Company Number: **10969291**



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Received for filing in Electronic Format on the: **22/12/2022**

Details of Charge

Date of creation: **20/12/2022**

Charge code: **1096 9291 0002**

Persons entitled: **CLYDESDALE BANK PLC (THE LENDER)**

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: 10969291

Charge code: 1096 9291 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th December 2022 and created by CONRAD (RUNCORN) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2022 .

Given at Companies House, Cardiff on 29th 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

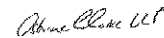


**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

Dated this 22 December 2022

Signed

**Debenture Accession Deed**Osborne Clarke LLP
One London Wall
London
EC2Y 5EB**This Accession Deed** is made on

20 December 2022

Between:

- (1) **Conrad (Runcorn) Limited** (company number: 10969291) whose registered office is at Suites D & E, Windrush Court, Blacklands Way, Abingdon, England, OX14 1SY (the "**New Chargor**"); and
- (2) **Clydesdale Bank PLC**, a company incorporated in Scotland with company number SC001111 whose registered office address is 30 St Vincent Place, Glasgow G1 2HL (the "**Lender**"),

and is supplemental to a Debenture granted by the Chargors referred to therein in favour of the Lender on 1 September 2021 (the "**Debenture**").

This Accession Deed witnesses as follows:**1. Definitions and interpretation**

- 1.1. Unless a contrary intention appears, words and expressions defined in the Debenture shall have the same meaning in this Accession Deed and sub-clause 1.2 (*Construction*) of the Debenture shall apply to this Accession Deed.

- 1.2. In this Deed, unless the context otherwise requires, the following definitions shall apply:

"Assigned Contract" means each contract described in the schedule to this Accession Deed to which the New Chargor is a party.

"Blocked Accounts" means the account in the name of the New Chargor held with the Lender entitled "Revenue Account" as described the Schedule to this Accession Deed.

"Legal Charge" means the Legal Charge dated on or about the date of this Accession Deed and entered into by the New Chargor in favour of the Lender.

2. Confirmation

The New Chargor confirms it has read and understood the content of the Debenture.

3. Accession

With effect from the date of this Accession Deed, the New Chargor becomes a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Debenture as if it had been an Original Chargor.

4. Security

- 4.1. Without prejudice to the generality of clause 3 (*Accession*), the New Chargor with full title guarantee in favour of the Lender:

- (a) charges by way of first legal mortgage, each Property;
- (b) charges by way of first fixed charge:
 - (i) all Property not effectively mortgaged by sub-clause 4.1(a);

EXECUTION VERSION

- (ii) all fixed and permanent Plant and Machinery;
 - (iii) all Plant and Machinery not effectively charged by sub-clause 4.1(b)(ii);
 - (iv) all Debts;
 - (v) all Blocked Accounts;
 - (vi) all Other Accounts;
 - (vii) all Investments;
 - (viii) all Intellectual Property Rights;
 - (ix) any VAT which it is entitled to recover and any other tax refund, rebate or re-payment and any sums so received;
 - (x) its goodwill and uncalled capital;
 - (xi) any Charged Agreements; and
 - (xii) any Non-Assigned Agreement and, if not effectively assigned by sub-clause 4.1(c), all its rights and interests in (and claims under) the assets described in sub-clause 4.1(c);
- (c) by way of assignment by way of security:
- (i) all Insurances and Insurance Proceeds;
 - (ii) any Assigned Contract; and
 - (iii) all Related Rights in respect of each of the above; and
- (d) by way of first floating charge, all its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under sub-clauses 4.1(a) or 4.1(b) or which are effectively assigned by way of security under sub-clause 4.1(c).

4.2. The floating charge created by sub-clause 4.1(d) (*Security*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

5. **Construction**

Save as specifically varied in respect of the New Chargor only, the Debenture shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the Debenture so that all references to "**this Deed**" in the Debenture shall include reference to this Accession Deed.

6. **Governing Law**

This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

In witness this Accession Deed is executed on the date appearing at the head of page 1.

EXECUTION VERSION

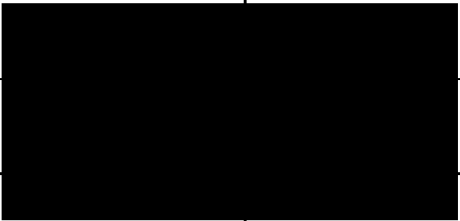
Schedule to Accession Deed

Assigned Contracts

1. Each Intra-Group Asset Transfer Agreement to which the New Chargor is a party.
2. Each Intra-Group Engine Transfer Agreement to which the New Chargor is a party.
3. Each Civils Contracts to which a the New Chargor is a party.
4. Each Electricals Contract to which the New Chargor is a party.
5. Each Bond to which the New Chargor is a party.
6. Each Gas Connection Agreement to which the New Chargor is a party.
7. Each Gas Supply Agreement to which the New Chargor is a party.
8. Each Gas Contestables Agreement to which the New Chargor is a party.
9. Each Gas Network Exit Agreement to which the New Chargor is a party.
10. Each Capacity Agreement to which the New Chargor is a party.
11. Each Grid Contestables Agreement to which the New Chargor is a party.
12. Each Grid Connection Offer and Acceptance to which the New Chargor is a party.
13. Each Grid Connection Agreement to which the New Chargor is a party.
14. Each Grid Connection Novation Agreement to which the New Chargor is a party.
15. Each Services Agreement to which the New Chargor is a party.
16. Each Packaging Contract to which the New Chargor is a party.
17. Each RTMA to which the New Chargor is a party.
18. Each Engine Supply Agreement to which the New Chargor is a party.
19. Each Subordinated Loan Agreement to which the New Chargor is a party.
20. Each Project Document Guarantee to which the New Chargor is a party.

EXECUTION VERSION

Accounts

Chargor	Account Name	Account No	Sort code
Conrad (Runcorn) Limited	Revenue Account		
Conrad (Runcorn) Limited	Drawdown Account		
Conrad (Runcorn) Limited	Operating Account		

EXECUTION VERSION

Signature pages to Accession Deed

New Chargor

Executed as a deed by)
Conrad (Runcorn))
Limited acting two directors)

.....

Director

Name: David Bates

.....

Director

Name: Steven Hardman

Notice details

Address: Suites D&E, Windrush Court, Blacklands Way, Abingdon, England, OX14 1SY

Email: info@conradenergy.co.uk with a copy to mark.new@conradenergy.co.uk

Facsimile: N/A

Attention: Chief Financial Officer and Company Secretary

Lender

Signed for and on behalf of
CLYDESDALE BANK PLC
by its duly authorised signatory:

)
)
)
)
)

.....

Authorised Signatory

Notice Details

Address: Business Fulfilment Team – Leeds, 20 Merrion Way, Leeds LS2 8NZ

Fax: 0113 807 2448 (CB) / 0113 807 2359 (YB)

Attention: Business Fulfilment Team – Leeds

Reference: Conrad (Windrush)