



Registration of a Charge

Company name: **CONRAD (REDSCAR) LIMITED**

Company number: **11596310**



X97HHHP4

Received for Electronic Filing: **18/06/2020**

Details of Charge

Date of creation: **18/06/2020**

Charge code: **1159 6310 0002**

Persons entitled: **CLOSE LEASING 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: **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: 11596310

Charge code: 1159 6310 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th June 2020 and created by CONRAD (REDSCAR) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th June 2020 .

Given at Companies House, Cardiff on 19th June 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

DATE: 18 June 2020

SUPPLEMENTAL DEBENTURE

Between

CONRAD (REDS CAR) LIMITED
(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
cms.law

THIS SUPPLEMENTAL DEBENTURE is made the 18 day of June 2020

BETWEEN:

- (1) CONRAD (REDS CAR) LIMITED, a company incorporated in England and Wales under the Companies Acts (company number 11596310) (the “Chargor”); and
- (2) CLOSE LEASING LIMITED, registered in England and Wales with company number 06377532, whose registered office is situated 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 20 December 2019 between the Chargor and the Security Trustee;

“**Facility Agreement**”: the up to £70,000,000 loan facilities agreement dated 20 December 2019 and entered into between (1) the Chargor, (2) the Original Obligors, (3) the Arranger, (4) the Original Lenders, (5) the Agent and (6) the Security Trustee.

“**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 1.1 (*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 of the Debenture (Real Property)).
- 2.2 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, assigns to the Security Trustee absolutely by way of a first legal assignment all of its right, title and interest in and to:
- 2.2.1 the Specified Project Documents; and
 - 2.2.2 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

None

Schedule 2

Specified Project Documents

Document	Parties	Date	Description
Redscar Grid Connection Agreement	(1) Chargor (2) Electricity North West Limited	10 June 2020	The electricity grid connection agreement

Schedule 3

Specified Insurances

None

EXECUTION PAGE

THE CHARGOR

Executed as a deed by)
CONRAD (REDS CAR) LIMITED)
on being signed by a director)
..... Christopher Dunley) Director
in the presence of:)

Name of witness:

Signature of witness: _____

Address: ***** [REDACTED] *****

Occupation: *****

THE SECURITY TRUSTEE

CLOSE LEASING LIMITED

By:

Address:



Attention:

EXECUTION PAGE

THE CHARGOR

Executed as a deed by)
CONRAD (REDS CAR) LIMITED)
on being signed by a director)
.....) Director
in the presence of:)

Name of witness:

Signature of witness:

Address:

.....

Occupation:

THE SECURITY TRUSTEE

CLOSE LEASING LIMITED

By: *K. CHEETHAM*

Address: [REDACTED]

Fax: [REDACTED]

Attention: *GARETH PALMER*