



**Registration of a Charge**

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

Company Number: **13047443**



XCI6CQ8I

Received for filing in Electronic Format on the: **11/12/2023**

**Details of Charge**

Date of creation: **07/12/2023**

Charge code: **1304 7443 0001**

Persons entitled: **CLYDESDALE BANK PLC (TRADING AS VIRGIN MONEY)**

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: 13047443

Charge code: 1304 7443 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th December 2023 and created by CONRAD (BILLERICAY) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th December 2023 .

Given at Companies House, Cardiff on 14th December 2023

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**

## Form of Accession Deed

This Accession Deed is made on 7 December 2023

### Between:

- (1) **Conrad (Billericay) Limited** (company number: 13047443) whose registered office is at Suites D&E Windrush Court, Blacklands Way, Abingdon, United Kingdom, OX14 1SY (the "**New Chargor**"); and
- (2) **Clydesdale Bank PLC (trading as Virgin Money)**, a company incorporated in Scotland with company number SC001111 whose registered office address is 177 Bothwell Street, Glasgow, Scotland, G2 7ER (the "**Lender**"),

and is supplemental to a Debenture granted by the Chargors referred to therein in favour of the Lender on 21 July 2023 (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.  
  
**"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 legal mortgage, all of the Property described in the schedule to the Legal Charge;
  - (b) charges by way of first fixed charge:
    - (i) all Property not effectively mortgaged by sub-clause 4.1(a);
    - (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 Accession Shares;
  - (v) all Debts;
  - (vi) all Other Accounts;
  - (vii) all Investments not effectively charged by sub-clause 4.1(b)(iv);
  - (viii) all Intellectual Property Rights;
  - (ix) any VAT which it is entitled to recover and any other tax refund, rebate or repayment 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; and
  - (ii) any Assigned Contract,
- (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.

## **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 Contract to which 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 Contract 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 Contract 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. the Subordinated Loan Agreements to which the New Chargor is a party;
20. each Acquisition Agreement to which the New Chargor is a party; and
21. each Project Document Guarantee.

Accounts

Chargor	Account Name	Account No	Sort Code
Conrad (Billericay) Limited	Drawdown Account	██████	██████
Conrad (Billericay) Limited	Revenue and Operating Account	██████	██████

## Signature Page

### New Chargor

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

DocuSigned by:

F9A226A75A4F48A

Director

Name: David Bates

DocuSigned by:

0751F44C0380474

Director

Name: Steven Hardman

### The Lender

**Clydesdale Bank PLC (trading as Virgin Money)**

By:

DocuSigned by:

67F14F478C14423...

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 07 December 2023

Signed

Osborne Clarke LLP  
One London Wall  
London  
EC2Y 5EB