



Registration of a Charge

Company name: **WINDMILLS NO 2 LIMITED**

Company number: **NI615242**

Received for Electronic Filing: **28/08/2018**



X7DAOWOB

Details of Charge

Date of creation: **24/08/2018**

Charge code: **NI61 5242 0005**

Persons entitled: **BAYERISCHE LANDESBANK**

Brief description: **A PLOT OF LAND IN THE TOWNLAND OF KERRIB SITUATE TO THE SOUTH WEST SIDE OF POMEROY ROAD, DUNGANNON AND MORE PARTICULARLY DESCRIBED IN LAND REGISTRY FOLIO TY102839L.**

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:

A&L GOODBODY SOLICITORS



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI615242

Charge code: NI61 5242 0005

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 24th August 2018 and created by WINDMILLS NO 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th August 2018 .

Given at Companies House, Belfast on 29th August 2018

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

Dated 24 August 2018

Windmills No 2 Limited

as Chargor

Bayerische Landesbank

As Security Trustee

SUPPLEMENTAL DEBENTURE

(supplemental to a debenture dated 5 July 2018)

I 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 28 day of August 2018

A&L Goodbody

A&L Goodbody Northern Ireland
6th Floor, 42-46 Fountain Street, Belfast, BT1 5EF

TABLE OF CONTENTS

1	DEFINITIONS AND INTERPRETATION	1
2	Covenant to pay	1
3	Charging provisions	2
4	Real Property Undertakings.....	2
5	Notices.....	3
6	Counterparts	3
7	Supplemental security	3
	Schedule 1 Mortgaged Property	6

LAND REGISTRY

FOLIO: SEE SCHEDULE 1

COUNTY: SEE SCHEDULE 1

REGISTERED OWNER: SEE SCHEDULE 1

THIS DEED is dated 24 August 2018 and made between

- (1) **WINDMILLS NO 2 LIMITED** a company incorporated in Northern Ireland with registered number NI615242 and having its registered office at The Soloist Building, 1 Lanyon Place, Belfast, County Antrim, Northern Ireland, BT1 3LP (the **Chargor**); and
- (2) **BAYERISCHE LANDESBANK** as security trustee on behalf of the Secured Parties (the **Security Trustee**).

RECITALS

- (A) It has now been agreed that the Chargor will enter into this Deed in favour of the Security Trustee as a supplement to the Original Debenture to secure the Secured Obligations. The purpose of this Deed is to grant security over certain assets of the Chargor that are not otherwise secured by the Original Debenture.

IT IS AGREED BY THIS DEED as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 Words and phrases defined in the Original Debenture and the principles of interpretation provided for in the Original Debenture shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and construction and shall apply (as the case may be) in this Deed (including the Recitals) and:

Mortgaged Property means the freehold land and/or leasehold (registered or unregistered) land specified in Schedule 1 (*Mortgaged Property*) together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon, all easements, rights and agreements and the benefit of all covenant given in respect thereof;

Original Debenture means the debenture governed by the laws of Northern Ireland entered into between amongst others, the Chargor and the Security Trustee and dated 5 July 2018.

- 1.2 It is intended that this Deed shall take effect as a deed notwithstanding the fact that one or more parties to this Deed have executed it under hand.
- 1.3 This Deed is a Finance Document.

2 COVENANT TO PAY

The Chargor hereby covenants with the Security Trustee as trustee for the Secured Parties that it shall discharge all Secured Obligations on their due date in accordance with their respective terms and the Chargors shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by the Chargor to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such Secured Obligations. Provided that neither such covenant nor the Security constituted by this Deed shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or Security to be unlawful or prohibited by any applicable law.

3 CHARGING PROVISIONS

3.1 Fixed Charge

The Chargor as legal and beneficial owner to the intent that the charges contained in this Deed will, subject to the terms and conditions of the Original Debenture, be a continuing security for the payment and discharge of the Secured Obligations in favour of the Security Trustee, hereby:

3.1.1 **HEREBY GRANTS, CONVEYS AND TRANSFERS** unto the Security Trustee on the terms set out in this Deed, to the extent that title to the Mortgaged Property is of freehold tenure and not subject registration in the Land Registry of Northern Ireland pursuant to the Land Registration Act (Northern Ireland) 1970, **ALL THAT AND THOSE** the Mortgaged Property **TO HOLD** the same unto the Security Trustee in fee simple subject to the proviso for redemption contained in this Deed;

3.1.2 **HEREBY DEMISES** unto the Security Trustee on the terms set out in this Deed, to the extent that title to the Mortgaged Property is of leasehold tenure and not subject to registration in the Land Registry of Northern Ireland pursuant to the Land Registration Act (Northern Ireland) 1970, **ALL THAT AND THOSE** the Mortgaged Property **TO HOLD** the same unto the Security Trustee for the residues of the respective terms of years for which it now holds the same less the last three days thereof of each such term subject to the proviso for redemption contained in this Deed;

3.1.3 As registered owner or the person entitled to be registered as owner **HEREBY CHARGES** all Mortgaged Property the ownership of which is registered in the Land Registry of Northern Ireland or is required to be so registered pursuant to the Land Registration (Northern Ireland) Act 1970 and **HEREBY ASSENTS** to the registration of the charge as a burden on the said property;

3.2 Perfection of Security

Without prejudice to any other term of the Original Debenture and immediately upon execution of this Deed, the Chargor will:

3.2.1 immediately upon the execution of this Deed (and upon the acquisition by it of any interest in any Real Property at any time) deposit (or procure the deposit) with the Security Trustee all deeds, certificates and other documents constituting or evidencing title to its Real Property or shall procure that the Chargor's solicitor delivers appropriate undertakings satisfactory to the Security Trustee to hold the deeds, certificates and other documents of title to the order of the Security Trustee; and

3.2.2 deposit with the Security Trustee at any time thereafter any further such deeds, certificates and other documents, promptly upon coming into possession of any of those items or shall procure that the Chargor's solicitor delivers appropriate undertakings satisfactory to the Security Trustee to hold the deeds, certificates and other documents of title to the order of the Security Trustee.

4 NEGATIVE PLEDGE AND DISPOSALS

4.1 Negative Pledge

The Chargor undertakes that it shall not, at any time during the subsistence of this Deed create or permit to subsist any Security over all or any part of the Mortgaged Property other than the Security permitted pursuant to the Facility Agreement.

4.2 No Disposal of Interests

The Chargor undertakes that it shall not (and shall not agree to) at any time during the subsistence of this Deed, except as permitted pursuant to the Facility Agreement or by this clause 4 (*Negative Pledge and Disposals*):

- 4.2.1 execute any conveyance, transfer, lease or assignment of, or other right to use or occupy, all or any part of the Mortgaged Property;
- 4.2.2 create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Mortgaged Property; or
- 4.2.3 grant or vary, or accept any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to the Mortgaged Property or allow any person any right to use or occupy, which may, in each case, adversely effect the value of any of the Mortgaged Property or the ability of the Security Trustee to exercise any of the Collateral Rights.

5 REAL PROPERTY UNDERTAKINGS

The Chargor covenants and undertakes to the Security Trustee that at all times during the continuance of the Security that the Chargor will in respect of any Mortgaged Property of the Chargor that is situated in Northern Ireland (including any unregistered properties subject to compulsory first registration at the date of this Deed) and charged by way of legal mortgage or charge under this Deed, the Chargor shall apply for the Security to be registered at the Land Registry of Northern Ireland and irrevocably consent to the Security Trustee applying to the Land Registry of Northern Ireland for an inhibition to be entered against the folio number(s) of that Mortgaged Property on the prescribed Land Registry of Northern Ireland form in the following terms:

"No disposition of the registered estate by the registered estate is to be registered without a written consent signed by the registered owner for the time being of the charge dated **24 August 2018** in favour of Bayerische Landesbank or, if appropriate, signed on such registered owner's behalf by its secretary, authorised signatory or solicitor."

6 NOTICES

The terms and provisions of clause 43 (*Notices*) of the Facility Agreement shall apply to this Deed as if such terms and provisions were set out in full herein mutatis mutandis.

7 COUNTERPARTS

This Deed may be executed in counterparts and each such counterpart taken together shall be deemed to constitute one and the same instrument.

8 SUPPLEMENTAL SECURITY

- 8.1 This Deed is supplemental to and forms part of the Original Debenture.
- 8.2 To the extent the terms and conditions set out in the Original Debenture are relevant to the Chargor, they will apply to this Deed as if set out in full herein.
- 8.3 Nothing in this Deed will be deemed to vary or otherwise affect the security from the Chargor to the Security Trustee constituted by the Original Debenture and the Chargor hereby confirms that the security it has granted to the Security Agent pursuant to the Original Debenture remains in full force and effect, as a continuing security for the payment and discharge of the Secured Obligations.

IN WITNESS whereof this Deed has been duly executed by the parties to it on the date set out at the beginning of this Deed.

EXECUTION PAGES

THE CHARGOR

EXECUTED and DELIVERED as a DEED)
by WINDMILLS NO 2 LIMITED)
acting by a director)
in the presence of:)

Signature of director



Name of director PETER BACHMANN

Signature of witness



Name of Witness

(in block capitals) RONALD KEENE

Address of Witness 29 St George Street

W1S 2FA London

Occupation of witness Employee

Signature of witness



Name of Witness

(in block capitals) VICTORIA HAMILTON

Address of Witness 8EP

29 ST GEORGE ST

W1S 2FA

Occupation of witness

ASSISTANT

THE SECURITY TRUSTEE

SIGNED by
BAYERISCHE LANDESBANK

) [Redacted]
) [Redacted]
Lisa Kohler

[Redacted]
[Redacted]
Frank Hambold
Frank Hambold

By:

Address:

Fax:

Attention:

Signature of witness

[Redacted Signature]

Name of Witness
(in block capitals)

Schwarz Schwindicke

Address of Witness

Bismarckstr 17

0-90333 München

Occupation of witness

Daußer

SCHEDULE 1

MORTGAGED PROPERTY

<i>Company</i>	<i>Property</i>	<i>Folio Number</i>	<i>Property Description</i>
Windmills No 2 Limited	Pomeroy Road	TY102839L	A plot of land in the townland of Kerrib situate to the south west side of Pomeroy Road, Dungannon.