



Registration of a Charge

Company name: **RHI ENERGIES LIMITED**

Company number: **06395969**



X6YQJ1R3

Received for Electronic Filing: **29/01/2018**

Details of Charge

Date of creation: **18/01/2018**

Charge code: **0639 5969 0002**

Persons entitled: **COVENTRY AND WARWICKSHIRE REINVESTMENT TRUST LTD**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ANDREW SCARBOROUGH**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6395969

Charge code: 0639 5969 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th January 2018 and created by RHI ENERGIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th January 2018 .

Given at Companies House, Cardiff on 31st January 2018

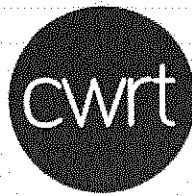
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



This Charge made the 18/1/2016 between RHI Energies Limited whose registered address is at Radbourne, 56 Kenilworth Road, Leamington Spa, Warwickshire, CV32 6JW ("Customer") of the one part and Coventry and Warwickshire Reinvestment Trust Ltd whose registered address is at Enterprise Centre, Technology Park, Puma Way, Coventry, CV1 2TT ("CWRT") which expression shall, unless the context otherwise requires, include CWRT's successors and assigns of the other part.

WITNESSETH as follows:-

Definitions

1. In this Deed, except where the context otherwise requires, the following expressions have the meanings assigned to them below:
- | | | |
|--------------------------|---|--|
| "Crystallisation Notice" | - | A notice that the charge hereby created has ceased to be a floating charge and has become crystallised. |
| "Current Rate" | - | Such rate as CWRT may from time to time stipulate by notice in writing to Customer. |
| "Dispose of" | - | Sell, mortgage, charge, pledge, lease, part with possession of or otherwise deal with in any manner whatsoever (and "disposition" shall be construed accordingly). |
| "Fixed Assets" | - | The assets (if any) described in the First Schedule. |
| "Floating Assets" | - | The assets (if any) described in the Second Schedule. |
| "Liabilities" | - | All obligations and liabilities owed or incurred to CWRT by Customer, as principal or as surety, alone or jointly and/or severally, whether present or future, actual or contingent and liquidated or unliquidated, and whether arising in contract, tort, restitution or breach of statutory duty. |
| "Proceeds" | - | Items of real or personal property, tangible or intangible, received or to be received by or otherwise vesting in Customer as proceeds of the Property, including proceeds of any disposition of the Property by Customer and sums received or receivable by Customer under any policy of insurance covering the Property. |
| "Products" | - | Any products resulting from the Property becoming confused or commingled with other assets, whether of Customer or of any other person. |
| "The Property" | - | The Fixed and Floating Assets. |

Coventry and Warks Reinvestment Trust Ltd, Enterprise Centre, Technology Park, Puma Way, Coventry, CV1 2TT
telephone : 024 7655 1777 email : enquiries@cwrt.uk.com

Registered In England & Wales - Company Registration No. 5188971

Authorised and Regulated by FCA - No. 743876

Doc: CWR10109

2. In this Deed, except where the context otherwise requires, the singular shall include the plural and the masculine shall include the feminine and neuter, and vice versa.

Payment and Discharge of Liabilities:

3. Customer will on demand:-
- (1) pay to CWRT without deduction or set-off the amount of its monetary liabilities to CWRT;
 - (2) perform all its other obligations and discharge all its other liabilities to CWRT, and where responsible for delivery up to CWRT of any asset, deliver up the asset without asserting any lien or right of retention.

Interest

4. The amount of any advance or other financial accommodation granted by CWRT to Customer shall carry interest at the current rate and such interest shall accrue from day to day after as well as before any judgement and shall be payable quarterly on the first of March, June, September and December or otherwise as from time to time directed by CWRT.

Fixed and Floating charge:

5. (1) Customer with Full Title Guarantee hereby charges to CWRT as security for the payment of Customer's monetary liabilities and the performances of its other obligations to CWRT from time to time:-
- (a) by way of Fixed Charge, the Fixed Assets and the proceeds and products thereof (and in the case of the assets described in Part 1 of the First Schedule, such charge shall be by way of legal mortgage);
 - (b) by way of Floating Charge, the Floating Assets and the proceeds and products thereof.
- (2) The Floating Charge hereby created shall crystallise upon the occurrence of the earliest of the following events, namely:
- (a) the commencement of winding-up of Customer, whether voluntary or compulsory;
 - (b) the appointment of a receiver of Customer's income or of any of its assets;
 - (c) Customer's entry into any compromise, composition or scheme of arrangement with its creditors or any assignment for the benefit of creditors;
 - (d) the service on Customer by CWRT of a crystallisation notice.
- (3) Customer will deposit any documents of title or deeds or certificates of any type with CWRT on request.

C. D. Dalton

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Disposition in ordinary course of business:

6. Until the crystallisation of the Floating Charge under Clause 5, Customer shall be at liberty to dispose of any of the Floating Assets by sale or hire purchase in the ordinary course of its business and on terms usual in a business of that kind, but save as aforesaid Customer shall not without the prior written consent of CWRT dispose of the property, nor shall it permit the property to become subject to any lien, distress, charge, execution or other legal process.

Warranties and undertakings by Customer:

7. Customer hereby warrants:-

- (1) that in respect of the full title guarantee, such of the Property as is now owned by Customer at the date hereof is held free from charges or encumbrances except as stated in the second schedule;
- (2) that it does not know of any act, omission or event which, had it been brought to the notice of CWRT prior to the date hereof, ought reasonably to have been considered by Customer as likely to affect the decision of CWRT as to the provision of financial accommodation to Customer.

Customer hereby undertakes:-

8. (1) To maintain at all times proper levels of stock of Customer's products;
- (2) to supply to CWRT on demand a list of Customer's stock, and thereon stating relation to each item of property:-
- (a) whether it is new or second hand;
 - (b) the date of the purchase or construction;
 - (c) the description of the stock;
 - (d) in the case of second-hand items the date of first production or construction;
 - (e) the date of acquisition by Customer;
 - (f) the value of each such item calculated at market price or cost price, whichever is the lower;
 - (g) such other information as CWRT requires;
- (3) to keep the Property properly housed and secured and in good order and condition, and supply CWRT on demand with details of the whereabouts of any item of the Property;
- (4) to allow CWRT entry to any land or premises included in the property or in which any of the property is situated for the time being and to examine the Property;
- (5) to insure the Property as provided by Clause 9;
- (6) promptly to produce to CWRT and its authorised officers and agents all correspondence, accounts, records and other documents relating to the Property and to supply copies thereof or extracts therefrom;
- (7) to conduct every aspect of its business in full conformity with the requirements of the law and indemnify CWRT against the consequences of any breach thereof;



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- (8) to install and maintain a good management data and financial information system and provide data each quarter to CWRT and to maintain full records of all purchases and sales of the property and all value added tax and other taxes payable by Customer or any of its customers and to allow CWRT to inspect and take copies of such records;
- (9) to furnish to CWRT a Balance Sheet, Profit and Loss Account and Trading Account showing the true position of Customer's affairs at and during the accounting period preceding Customer's accounting reference date, such account being certified by the auditors of Customer for the time being, and also from time to time such other information respecting the assets and liabilities of Customer as CWRT may require;
- (10) promptly to notify CWRT of any fact or matter which they ought reasonably to consider would or might be material to the decision of CWRT as to the continuance, withdrawal or modification of any financial accommodation offered or to be offered by CWRT to Customer;
- (11) to observe and perform all covenants, restrictions and stipulations and all requirements of competent statutory authorities which may now or at any time during the continuance of this security affect the property, and to notify CWRT forthwith of any notices or representation received or made with regard thereto;
- (12) not to grant any tenancy licences or share the use of any lease or freehold property.

Insurance:

9. (1) Customer shall keep the Property comprehensively insured to the full replacement value thereof with an insurer or insurers approved by the Company against all risks for which insurance cover is usual in business of the kind carried on by Customer.
- (2) Customer shall procure that each policy of insurance, if not taken out in the joint names of CWRT and Customer, covers the interests of CWRT and Customer, and shall hold such policy and any sums received thereunder on trust for CWRT to be applied as provided under sub-clause (3) of this clause.
- (3) All policy monies so far not applied by or at the direction of the insurer to the repair or Replacement of the property, shall be utilised in or towards discharge of Customer's liabilities to CWRT, any surplus being paid to Customer.
- (4) Customer shall promptly pay all premiums and perform all other acts necessary to keep such policy of insurance on foot, and shall refrain from any acts which would or might render the policy void, voidable or unenforceable or confer on the insurer the right to withhold, suspend or reduce the payments thereunder.

C.D. Dellar

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Remedies of CWRT:

10. (1) Section 103 of the Law of Property Act 1925 shall not apply to this agreement and without prejudice to CWRT's rights under any other agreement or instrument CWRT's powers of repossession, sale and appointment of a receiver shall forthwith become exercisable, and the whole of Customer's monetary liabilities to CWRT shall immediately become payable, in any of the following events, namely:
- (a) any event stipulated in Clause 5(2);
 - (b) the non-performance by Customer of any of its obligations or liabilities hereunder;
 - (c) Customer ceasing or threatening to cease to carry on its business;
 - (d) CWRT on any reasonable ground considering itself insecure and giving to Customer notice in writing to that effect.
- (2) At any time when the statutory powers of sale or of appointment of a receiver are exercisable under the provision of the security the benefit of all insurances covering the property or the construction thereof shall vest in CWRT and Customer hereby irrevocably appoints CWRT and the Receiver the attorney of Customer for the purpose of receiving all monies payable under any policy of insurance and of compounding or compromising any claims pursuant of any such policy

Appointment and powers of Receiver:

11. The power of appointing a Receiver hereunder may be exercised by writing under the hand of the secretary or any director or general manager for the time being of CWRT or of any other person authorised by the Board of CWRT and such power shall extend to the removal of any receiver so appointed and the appointment of another receiver in his place. Any Receiver appointed as aforesaid shall have the power:-
- (1) to take possession of, collect and get in any of the Property and for that purpose to complete contracts entered into by and collect sums payable to Customer, to appoint managers or agents and to take any proceedings in the name of Customer or otherwise as may seem expedient;
 - (2) to carry on, manage, or concur in carrying on and managing such part of the undertaking or business of Customer as is comprised in this charge and for any of these purposes to raise or borrow any money that may be required upon security on the whole or any part of the Property;
 - (3) to dispose of any part of the Property (and for this purpose to sever any part of the property that has become a fixture or accession without the consent of Customer being obtained) and to accept as payment on any such disposition cash or any other valuable consideration and payment in a lump or by instalments spread over such period as the receiver shall think fit;
 - (4) to make any arrangement or compromise which he shall think expedient in regard to any of the Property or in regard to claims arising out of contracts or dealings relating to or disposition of such Property;
 - (5) to make and effect all repairs, renewals and improvements to any of the property as he shall consider expedient;
 - (6) to promote the formation of any company whether a subsidiary or not with a view to such company purchasing or otherwise acquiring an interest in any of the Property and arranging for that company to trade or cease to trade as he thinks fit;
 - (7) to do all such things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do as the agent for Customer.

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- (8) Such Receiver shall in the exercise of his powers conform to any directions made by CWRT and shall not be responsible nor shall CWRT be responsible for any loss occasioned as a result.
- (9) Any Receiver appointed pursuant to the provisions of this clause shall be deemed to be the agent of Customer and Customer shall be solely responsible for his acts, defaults or omissions and for his remuneration, costs, charges and expenses.

Application of monies:

12. All monies received by a receiver appointed herein shall be applied by him for the following purposes (and subject be claims of all secured and unsecured creditors, if any, ranking in priority to this security) in the following order:-
- (1) in payment of all costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of the powers aforesaid and of all outgoings properly paid by her or him;
 - (2) in payment of remuneration to the receiver at such rate as may be agreed between him and CWRT;
 - (3) in payment of the costs of realisation of any property realised hereunder;
 - (4) in or towards payment to CWRT of Customer's liabilities to CWRT;
 - (5) subject to the claims of any other secured creditors, in payment of any surplus to Customer.

Appropriation, retention and set-off:

13. Where Customer is liable to the Company under any other contract or on any other account or in respect of any other obligation whatsoever, whether such liability be existing, future or contingent, CWRT shall be entitled (a) to appropriate any payment made by Customer towards satisfaction of such of its obligations, whether under this Deed or otherwise, as CWRT shall in its discretion think fit, and to do so at the time of such payment or at any time thereafter; (b) to withhold payment of any amount that would otherwise be payable to Customer until Customer's liabilities to CWRT have been fully discharged; (c) to set off any amount payable to CWRT in respect of any such liabilities against any sum which may be payable by CWRT to Customer under any other contract or any other account or in respect of any other obligation whatsoever.

Further assurance:

14. Customer undertakes to execute such deeds and documents and perform such acts as CWRT or any receiver appointed by CWRT may consider necessary or desirable for the purpose of vesting in CWRT or in the receiver legal title to any of the Property or otherwise perfecting CWRT's security hereunder.

Power of attorney:

15. As security for the performance of its obligations and liabilities hereunder Customer irrevocably appoints CWRT and any receiver appointed by CWRT the attorney of Customer to execute in the name of Customer all deeds and documents and perform all acts required to be performed by Customer hereunder, including payment of any insurance premium or any taxes payable by Customer, and any such payment, together with any other payment made by CWRT for the purpose of remedying any breach or omission on the part of Customer, shall forthwith be recoverable by CWRT from Customer and shall form part of the liabilities hereby secured.

Preservation of CWRT's rights:

16. CWRT may at any time without discharging or in any way affecting the security hereby created or the rights of CWRT against Customer hereunder:-
- (1) grant to Customer or to any other person any time or indulgence or come to any arrangement or composition with or agreement not to sue any other person, including any person for whose liability Customer is a surety;
 - (2) exchange, release, modify, deal with or abstain from perfecting or enforcing any securities or guarantees or other rights which it may now have or hereafter acquire from or against Customer or any other person.

Continuance and discharge of security:

17. (1) The security shall be a continuing security and shall not be considered satisfied or discharged by any immediate payment of the whole or any part of the monies owing or payable by Customer.
- (2) Customer may at any time give to CWRT one month's notice of its intention to discharge the security and immediately upon the expiration of such notice the monetary liabilities hereby secured shall forthwith become due and payable.

Retention of existing security:

18. The security hereby created is in addition to any other security or securities which CWRT now holds or may from time to time acquire from Customer or any other person.

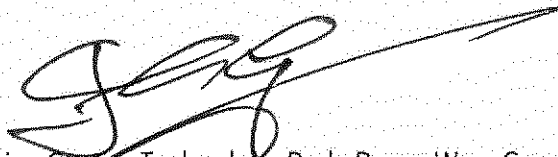
Service of notices, etc:

19. Any notice or demand required or permitted to be served or given to CWRT hereunder shall be validly served or given if sent by post to or delivered at Customer's registered office for the time being or at any address at or from which Customer carries on business and if served by post shall be conclusively deemed to have been received within 72 hours of the time posted.

Special conditions:

20. This Deed shall have effect subject to the Special Conditions (if any) set out in the Fourth Schedule.

IN WITNESS thereof this Charge has been executed by Customer the day and year first before written.



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The First Schedule

The Fixed Assets

PART 1. LAND

The freehold and/or leasehold property identified below and comprised in all or any of the documents and registered titles referred to.

UNREGISTERED

Property	Freehold or Leasehold	Document		
		Date	Description	Parties

REGISTERED AT HM LAND REGISTRY

Property	Freehold or Leasehold	Title		
		County, District or Borough	Registry	Title

Part 2. OTHER ASSETS

All assets (not being Floating Assets) now owned or hereafter acquired by Customer or in which it now has or in the future acquires an interest.

The Second Schedule

The Floating Assets

1. Other assets acquired by Customer for the purpose of resale held by Customer from time to time.

The Third Schedule

Charges of Encumbrances Affecting the Property

Description of Charge or Encumbrance	Property Charged	Date of Charge or Encumbrance

The Fourth Schedule

Special Conditions

None

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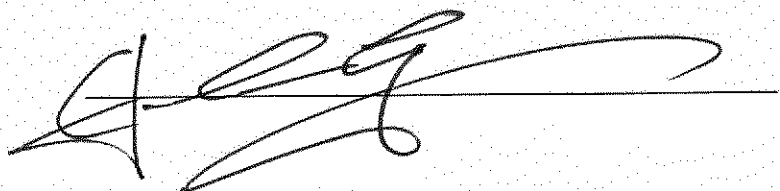
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IT IS HEREBY CERTIFIED that this Deed does not contravene any of the provisions of the Memorandum and Articles of Association of Customer;

EXECUTED as a deed: Customer

acting by:



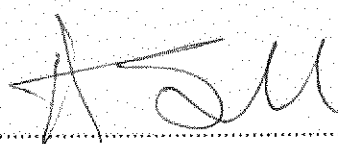
Director

C. D. Dallas

Director/Secretary

In the presence of:

Signature of witness



Name of witness

A. SCARBOROUGH

Address of witness

46 CWRT

ENTERPRISE CENTRE

COVENTRY CV1 2TT

Occupation of witness

LOANS MANAGER