



**Registration of a Charge**

Company name: **H2O POWER TOWY LTD**

Company number: **08536788**

Received for Electronic Filing: **14/10/2019**



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**Details of Charge**

Date of creation: **14/10/2019**

Charge code: **0853 6788 0002**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC**

Brief description: **THE CHARGOR CHARGES WITH FULL TITLE GUARANTEE THE LEASEHOLD PROPERTY, AMONGST OTHERS, KNOWN AS THE LAND AT YSTRADFFIN FARM, RHANDIRMWYN, LLANDOVERYAND, TROEDRHIWRHUDDWEN, RHANDIRMWYN, LLANDOVERY, CARMARTHENSHIRE AND PART OF THE RIVER TOWY LEADING TO LLYN BRIANNE RESERVOIR, LLANFAIR-AR-Y-BRYN, CARMARTHEN AND ANY BUILDINGS, FIXTURES, FITTINGS, FIXED PLANT OR MACHINERY FROM TIME TO TIME SITUATED ON OR FORMING PART OF SUCH PROPERTY, AND ANY RELATED RIGHTS. SEE INSTRUMENT FOR MORE DETAILS.**

**Contains fixed charge(s).**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **WATSON FARLEY & WILLIAMS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8536788

Charge code: 0853 6788 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th October 2019 and created by H2O POWER TOWY LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th October 2019 .

Given at Companies House, Cardiff on 15th October 2019

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 14 October 2019

**H2O POWER TOWY LTD**  
as Chargor

and

**NATIONAL WESTMINSTER BANK PLC**  
as Security Trustee

**MORTGAGE**

THIS DEED is dated 14 October 2019 between:

- (1) **H2O POWER TOWY LTD**, registered in England and Wales with company number 08536788 and registered address Wellington House, 273-275 High Street, London Colney, Hertfordshire, AL2 1HA (the "**Chargor**"); and
- (2) **NATIONAL WESTMINSTER BANK PLC** as trustee for the Secured Parties (the "**Security Trustee**" which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Facilities Agreement).

**BACKGROUND:**

It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**OPERATIVE PROVISIONS**

**IT IS AGREED** as follows:

**1 Definitions**

In this Deed:

"**Mortgaged Property**" means:

- (a) the leasehold property specified in Schedule 1 (*Details of Mortgaged Property*); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

and includes all Related Rights.

"**Related Rights**" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

**2 Legal Charge**

The Chargor charges with full title guarantee in favour of the Security Trustee (as Security Trustee for the Secured Parties) with the payment and discharge of the Secured Obligations, by way of first legal mortgage the Mortgaged Property.

**3 Implied Covenants For Title**

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 2 (*Legal Charge*).

- (b) It shall be implied in respect of Clause 2 (*Legal Charge*) that the Chargor is disposing of the Mortgaged Property free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

#### **4 Application to The Land Registry**

The Chargor consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship register of any registered land forming part of 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 [date] in favour of [security trustee] referred to in the charges register."

#### **5 Tacking**

Each Secured Party is under an obligation to make further advances to the Borrower.

#### **6 Third Party Rights**

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

#### **7 Governing Law**

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

**THIS DEED** has been signed on behalf of the Security Trustee and executed as a deed by the Chargor and is delivered by it on the date specified above.

**SCHEDULE 1**  
**DETAILS OF MORTGAGED PROPERTY**

<b>Description of Property</b>	<b>Title Number</b>
Land at Ystradffin Farm, Rhandirmwyn, Llandovery, SA20 0PG demised by a lease dated 21 June 2019 made between Edward Augustus Bishop (1) and H2O Power Towy Limited (2)	Pending Title number CYM769230
Land at Troedriwrhuddwen, Rhandirmwyn, Llandovery, Carmarthenshire demised by a lease dated 1 May 2018 made between Huw Thomas Daniel Jones (1) and H2O Power Towy Limited (2)	Pending Title number CYM783499
Part of the River Towy leading to Llyn Brienne Reservoir, Llanfair-ar-y-Bryn, Carmarthen demised by a lease dated 1 May 2018 made between DWR Cymru Cyfyndedig (1) and H2O Power Towy Limited (2) as varied by a deed of variation dated 20 May 2019.	Pending Title Number CYM773445

EXECUTION PAGES

THE CHARGOR

EXECUTED as a DEED )  
by H2O POWER TOWY LTD )  
acting by a director )  
in the presence of: )

Signature of director ...

Name of director ..... Ewan Campbell-Lendrum

Signature of witness .....

Name of Witness ..... ANNIE BAIL  
(in block capitals)

Address of Witness Ashurst LLP.....  
London Fruit and Wool Exchange  
1. Duval Square.....  
London  
E1. 6PW.....

Occupation of witness ..... TRAFFIC SOLICITOR

THE SECURITY TRUSTEE

SIGNED by )  
NATIONAL WESTMINSTER )  
BANK PLC )

By: ..... MOHD KHARBAT

Address: Level 9, 250 Bishopsgate, EC2M 4AA

Attention: Thomas Gidman