



Registration of a Charge

Company name: **BRYN BLAEN WIND FARM LIMITED**

Company number: **07638774**



X6ZWL6IY

Received for Electronic Filing: **16/02/2018**

Details of Charge

Date of creation: **14/02/2018**

Charge code: **0763 8774 0004**

Persons entitled: **CLOSE LEASING LIMITED**

Brief description: **THE LEASEHOLD PROPERTY KNOWN AS LAND FORMING PART OF BRYN BLAEN WIND FARM, BLAEN Y GLYN, LLANGURIG, LLANIDLOES, POWYS UNDER TITLE NUMBERS WA775323 AND CYM20845 AS MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT.**

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:

**DARREN CRAIG, PARTNER, FOR AND ON BEHALF OF CMS
CAMERON MCKENNA NABARRO OLSWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7638774

Charge code: 0763 8774 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th February 2018 and created by BRYN BLAEN WIND FARM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th February 2018 .

Given at Companies House, Cardiff on 20th February 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

DATE: 14 February 2018

SUPPLEMENTAL DEBENTURE

Between

BRYN BLAEN WIND FARM LIMITED

and

CLOSE LEASING LIMITED

CMS Cameron McKenna Nabarro Olswang LLP
Saltire Court
20 Castle Terrace
Edinburgh
EH1 2EN
T +44 131 228 8000
F +44 131 228 8888

THIS SUPPLEMENTAL DEBENTURE is made the 14th day of February 2018.

BETWEEN:

- (1) **BRYN BLAEN WIND FARM LIMITED**, a company incorporated in England and Wales under the Companies Acts (company number 07638774) and having its registered office at 7a Howick Place, London SW1P 1DZ (the "Chargor"); and
- (2) **CLOSE LEASING LIMITED** registered in England and Wales with company number 06377532, whose registered office is situate at Olympic Court, Third Avenue, Trafford Park Village, Manchester M17 1AP, as lender (the "Lender").

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 13 DECEMBER 2017 between the Chargor and the Lender;

"Facility Agreement": the facility agreement dated 13 DECEMBER 2017 and entered into between the Chargor and the Lender;

"Mortgaged Property": the property referred to in the Schedule hereto.

1.2 Construction

- (a) The construction provisions set out at clause 1.2 to and including clause 1.11 (*Construction*) of the Debenture shall apply equally to this Supplemental Debenture.

Third Party Rights

- (b) 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

The Chargor as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Lender by way of a first legal mortgage all of its right, title and interest in and to the Mortgaged Property specified in the Schedule together with all buildings and fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants.

3. LAND REGISTRY

In respect of the Mortgaged Property specified in the Schedule and for the purposes of Panel 8 of the Form RX1 that may be required to be completed by the Lender 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 Lender 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 Close Leasing Limited referred to in the charges register".

4. CONTINUATION

- (a) Except insofar as supplemented hereby, the Debenture will remain in full force and effect.
- (b) References in the Debenture to "this Debenture" shall be deemed to be references to the Debenture as amended by this Supplemental Debenture and to this Supplemental Debenture.
- (c) This Supplemental Debenture is supplemental to the Debenture. On and from the date of this Supplemental Debenture:
 - (i) the Supplemental Debenture and the Debenture shall be read and construed as one document and in particular the property charged pursuant to Clause 3 of the Debenture shall include the Mortgaged Property described in the Schedule hereto; and
 - (ii) the Chargor acknowledges that references to the "Debenture" in the 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

Mortgaged Property

	<p>All that leasehold property known as land forming part of Bryn Blaen Wind Farm, Blaen y Glyn, Llangurig, Llanidloes, Powys as the same is more particularly described in a lease between (1) Edward David Howells and Gareth Wyn Howells and (2) the Chargor being (as to part) part of the freehold land registered with absolute title at H M Land Registry under title numbers WA775323 and CYM20845 and (as to the remainder) the land comprised in a conveyance dated 15 May 1954 made between Evan Iorwerth Jones (1) and David John Howells (2)</p>

EXECUTION PAGE

THE CHARGOR

EXECUTED AS A DEED by)
BRYN BLAEN WIND FARM LIMITED)
on being signed by a Director)

[Redacted Signature]

(Director)

before a witness)

[Redacted Signature]

(Witness)

.....
(Print name)

Sarah Kelleher
Company Secretarial Assistant
U and I Group PLC
7A Howick Place
London
SW1P 1DZ

.....
(Witness Address)

THE LENDER

EXECUTED AS A DEED by)
CLOSE LEASING LIMITED)
on being signed by a Director)

before a witness

.....
(Director)

.....
(Witness)

.....
(Print name)

.....
(Witness Address)

EXECUTION PAGE

THE CHARGOR

EXECUTED AS A DEED by)
BRYN BLAEN WIND FARM LIMITED)
on being signed by a Director)

)
(Director)

before a witness)

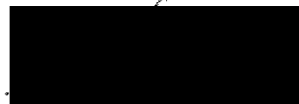
)
(Witness)

)
(Print name)

)
(Witness Address)

THE LENDER

EXECUTED AS A DEED by)
CLOSE LEASING LIMITED)
on being signed by a Director)



(Director)

before a witness



(Witness)


.....
(Print name)

.....
Close Leasing Limited
.....
(Witness Address)
.....
Trafalgar Court
Trafalgar Avenue
Trafalgar Park
Manchester M17 1AP