



Registration of a Charge

Company Name: **CORNWALL ENERGY RECOVERY LTD**

Company Number: **05696514**



Received for filing in Electronic Format on the: **15/09/2022**

XBCLN4IQ

Details of Charge

Date of creation: **06/09/2022**

Charge code: **0569 6514 0004**

Persons entitled: **THE LAW DEBENTURE TRUST CORPORATION P.L.C AS SECURITY TRUSTEE**

Brief description: **ALL THAT PIECE OR PARCEL SITUATE AT BODMIN BUSINESS PARK, BODMIN, CORNWALL ALL WHICH SAID LAND IS COMPRISED IN A LEASE DATED 6 SEPTEMBER 2022 AND MADE BETWEEN CORNWALL COUNCIL AND CORNWALL ENERGY RECOVERY LIMITED. FOR MORE DETAILS PLEASE REFER TO THE CHARGING INSTRUMENT.**

Contains fixed charge(s).

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:

ASHURST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5696514

Charge code: 0569 6514 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th September 2022 and created by CORNWALL ENERGY RECOVERY LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th September 2022 .

Given at Companies House, Cardiff on 16th September 2022

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**



Supplemental Legal Mortgage

Cornwall Energy Recovery Ltd

as Chargor

and

The Law Debenture Trust Corporation p.l.c.

as Security Agent

Note: the application of recoveries under this security instrument is regulated by the terms of the Security Trust and Intercreditor Deed

06 September 2022

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THIS DEED (the "**Supplemental Legal Mortgage**") is made on 06 September
2022

BETWEEN:

- (1) **CORNWALL ENERGY RECOVERY LTD**, (formerly SITA Cornwall Limited) a company incorporated in England and Wales with registered address at Suez House, Grenfell Road, Maidenhead, Berkshire, England SL6 1ES and with registered number 05696514 (the "**Chargor**"); and
- (2) **THE LAW DEBENTURE TRUST CORPORATION P.L.C** as security trustee for itself and the other Secured Parties (the "**Security Agent**", which expression shall include any person from time to time appointed as a successor, replacement or additional trustee in relation to the interests created by this deed).

RECITALS:

- (A) This deed is supplemental to:
 - i. a debenture dated 16 October 2006 (the "**First Debenture**");
 - ii. a supplemental debenture dated 31 May 2012 (the "**First Supplemental Debenture**"); and
 - iii. a second supplemental debenture dated 21 March 2013 (the "**Second Supplemental Debenture**"),each made between, amongst others, the Chargor and the Security Agent (the First Debenture, the First Supplemental Debenture and the Second Supplemental Debenture together hereinafter being the "**Existing Debentures**").
- (B) The Chargor has acquired the properties specified in the schedule to this deed (the "**Properties**") and has agreed to enter into this deed in order to, inter alia, grant the Security Agent a legal mortgage thereover.
- (C) This deed is intended that it takes effect as a deed notwithstanding the fact that a party may only execute it under hand.

THE PARTIES AGREE as follows:

1. INTERPRETATION AND CONSTRUCTION

- 1.1 Words and expressions defined in the Second Supplemental Debenture and in the Common Terms Agreement (itself defined in the Second Supplemental Debenture) have, unless expressly defined in this deed or the context requires otherwise, the same meaning in this deed.
- 1.2 The provisions of clause 1.3 (Construction) and clause 1.4 (Other References) of the Second Supplemental Debenture apply to this deed as though they were set out in full in this deed except that references to the Second Supplemental Debenture are to be construed as references to this deed.

2. CHARGING CLAUSE

- 2.1 The Chargor, as security for the payment and discharge of the Indebtedness, charges in favour of the Security Agent with full title guarantee by way of first legal mortgage, all of its right title and interest in the Properties.

- 2.2 The Chargor confirms that by the terms of the Existing Debentures it has charged in favour of the Security Agent by way of fixed charged all interests in the Properties, the buildings and fixtures (including trade fixtures) on the Properties, all proceeds of sale derived therefrom and the benefits of all warranties and covenants given in respect thereof and all licenses to enter upon or use the Properties and the benefit of all other agreements relating to the Properties.

3. **INCORPORATION**

- 3.1 The provisions of clauses 5 (Further Assurance) to clause 23 (Miscellaneous) (both inclusive) of the Second Supplemental Debenture shall be deemed to be incorporated into this deed with all necessary modifications as if they were set out in full in this deed and references in the Second Supplemental Debenture to a "Charging Party" or the "Charging Parties" (as it relates to the Chargor) shall be deemed to be references to the Chargor.

- 3.2 References in the Second Supplemental Debenture to **"this deed"**, **"hereof"**, **"hereunder"** and expressions of similar import shall be deemed to be references to the Second Supplemental Debenture (as amended and supplemented by this deed) and to this deed.

4. **HM LAND REGISTRY**

- 4.1 The Chargor hereby irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of each of the Properties (including any unregistered properties subject to compulsory first registration at the date of this deed) on the prescribed Land Registry form. The Chargor further agrees to apply for such a restriction when requested to do so by the Security Agent (and by entering into this Supplemental Legal Mortgage the Security Agent confirms that it agrees to the Chargor applying to register such restriction), in the following or substantially similar terms:

"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 The Law Debenture Trust Corporation p.l.c. referred to in the charges register."

- 4.2 Subject to the terms of the Common Terms Agreement, the Senior Lenders are under an obligation to make further advances to the Chargor (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. The Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of each of the Properties (including where subject to compulsory first registration at the date of this deed) that there is an obligation to make further advances on the security of the registered charge. The Chargor hereby undertakes to make such application in respect of the notice referred to in this clause 4.2 when requested to do by the Security Agent (and by entering into this Supplemental Legal Mortgage, the Security Agent confirms that it agrees to the Chargor making such application).
- 4.3 In respect of any part of the Properties title to which is registered at HM Land Registry, it is certified that the security created by this deed does not contravene any of the provisions of the memorandum or articles of association of the Chargor.

5. **CONTINUATION**

- 5.1 The First Debenture, the First Supplemental Debenture and the Second Supplemental Debenture will remain in full force and effect as supplemented by this deed. From the date of this deed, the First Debenture, the Supplemental Debenture, the Second Supplemental Debenture and this deed shall be read and construed together.

- 5.2 This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or right which the Security Agent and/or any other Secured Creditor may now or after the date of this deed hold for any of the Indebtedness, and this security may be enforced against the Chargor without first having recourse to any other rights of the Security Agent or any other Secured Creditor.

6. **NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

The Chargor shall not create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Properties except as permitted by and in accordance with the Common Terms Agreement.

7. **FINANCE DOCUMENT**

This document is hereby designated as a Finance Document.

8. **GOVERNING LAW AND JURISDICTION**

- (a) This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or any non-contractual obligations arising out of or in connection with this deed) (a "**Dispute**").
- (c) The parties to this deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

THIS DEED has been entered into as a deed on the date stated at the beginning of this deed.

SCHEDULE

The Properties

County and District (or London Borough)	Address or description
Bodmin, Cornwall	All that piece or parcel of land situate at Bodmin Business Park, Bodmin, Cornwall all which said land is comprised in a lease dated on or about the date of this deed and made between Cornwall Council and Cornwall Energy Recovery Limited.
Connon, Cornwall	All that piece or parcel of land situate at St. Pinnock, Liskeard, Connon Bridge (no.2), Cornwall all which said land is comprised in a lease dated on or about the date of this deed and made between Cornwall Council and Cornwall Energy Recovery Limited.

SIGNATORIES

Executed as a deed)
by **CORNWALL ENERGY RECOVERY LTD**)
acting by a director and a director)

[Redacted Signature]

Signature of Director

[Redacted Signature]

Signature of Director

Notice Details

Address: SUEZ House, Grenfell Road, Maidenhead, Berkshire, United Kingdom, SL6 1ES

Attention: Company Secretary

Security Agent

Executed as a deed)
by **THE LAW DEBENTURE TRUST**)
CORPORATION P.L.C.)
acting by a director and a secretary

.....
Signature of Director

.....
Representing Law Debenture Corporate Services
Limited, Secretary

Notice Details

Address: 8th Floor, 100 Bishopsgate, London, EC2N 4AG.

Email: Legal.Notices@lawdeb.com

Attention: The Manager, Commercial Trusts (Ref: 200227)