

MR01

Particulars of a charge



Companies House

000353/23



Go online to file this information
www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08.

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

SATURDAY



A04 *A83BZSVL* #167
13/04/2019
COMPANIES HOUSE

1 Company details

Company number 0 7 5 9 4 3 3 8 ✓

Company name in full NORTHACRE RENEWABLE ENERGY LIMITED ✓

0003 For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 1 d 0 m 0 m 4 y 2 y 0 y 1 y 9 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name BIG LEGOLAS HOLDINGS LIMITED ✓

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

FREEHOLD LAND ON SOUTH WEST SIDE OF STEPHENSON ROAD, NORTHGATE INDUSTRIAL PARK, WESTBURY (TITLE NUMBER WT440896)

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

- ☐ Yes
☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

- ☐ Yes Continue
☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

- ☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

- ☐ Yes
☒ No

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

^① This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X ORRICK, HERRINGTON & SUTCLIFFE (UK) LLP X

This form must be signed by a person with an interest in the charge.

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **ALEXANDRA AMES**

Company name **ORRICK, HERRINGTON &**

SUTCLIFFE (UK) LLP

Address **107 CHEAPSIDE**

Post town **LONDON**

County/Region

Postcode **E C 2 V 6 D N**

Country **UNITED KINGDOM**

DX **557 LONDON/CITY**

Telephone **020 7862 4600**

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7594338

Charge code: 0759 4338 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th April 2019 and created by NORTHACRE RENEWABLE ENERGY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th April 2019.



Given at Companies House, Cardiff on 24th April 2019



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

10 APRIL 2019

NORTHACRE RENEWABLE ENERGY LIMITED

AND

BIG LEGOLAS HOLDINGS LIMITED

MORTGAGE

WE HEREBY CERTIFY THIS TO BE A
TRUE COPY OF THE ORIGINAL.

OPRICK, HERRINGTON & SUTCLIFFE (UK) LLP

OPRICK, HERRINGTON & SUTCLIFFE (UK) LLP

Date: 11/04/2019

DATED 10 APRIL 2019

PARTIES

- (1) **NORTHACRE RENEWABLE ENERGY LIMITED** incorporated and registered in England and Wales with company number 07594338 whose registered office is at Wiltshire House County Park Business Centre, Shrivenham Road, Swindon, Wiltshire, SN1 2NR ("**Borrower**").
- (2) **BIG LEGOLAS HOLDINGS LIMITED** incorporated and registered in England and Wales with company number 09642938 whose registered office is at 3rd Floor 86 Brook Street, London, United Kingdom, W1K 5AY ("**Lender**").

BACKGROUND

- (A) The Borrower and the Lender have entered into a debenture dated 22 October 2018 (the "**Debenture**").
- (B) In accordance with clause 1.6 of the Debenture, this Mortgage is supplemental to the Debenture.

OPERATIVE PROVISIONS

1. DEFINITIONS

In this Mortgage, words and expressions shall (unless otherwise expressly defined in this Mortgage) have the meaning given to them in the Debenture:

"**Mortgaged Property**" means:

- (a) the property specified in Schedule 1 to this Mortgage (*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; and

"**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. INCORPORATION OF PROVISIONS

Clauses 1.2 (*Incorporation of Provisions*), 1.4 (*Law of Property (Miscellaneous Provisions) Act 1989*), 6 (*Representations and Warranties*), 8 (*Property Covenants*), 18 (*Enforcement of Security*), 19 (*Receivers*), 4 (*Further Assurance*), 22 (*Power of Attorney*) and 38 (*Governing Law and Jurisdiction*) of the Debenture are incorporated into this Mortgage as

if expressly set out in this Mortgage, as if references in those clauses to the Debenture were references to this Mortgage and as if all references in those clauses to Secured Assets were references to the assets of the Borrower from time to time charged in favour of, or assigned (whether at law or in equity) to, the Lender by or pursuant to this Mortgage.

3. MORTGAGE

The Borrower charges with full title guarantee in favour of the Lender as security for the payment and discharge of the Secured Liabilities, by way of first legal mortgage the Mortgaged Property.

4. IMPLIED COVENANTS FOR TITLE

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 this Mortgage but it shall be implied instead that the Borrower is disposing of the Mortgaged Property free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

5. APPLICATION TO THE LAND REGISTRY

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to each 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 [NAME OF PARTY] referred to in the charges register."

6. FURTHER ADVANCES

6.1 The Lender is under an obligation to make further advances to the Borrower and that obligation will be deemed to be incorporated into this Mortgage as if set out in this Mortgage.

6.2 The Borrower hereby consents to an application being made to the Land Registry to enter the obligation to make further advances on the Charges Register of any registered land forming part of the Mortgaged Property.

7. RELEASE OF SECURITY

7.1 Amounts Avoided

If any amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided or set aside on the liquidation or administration of the Borrower or otherwise, then for the purposes of this Mortgage that amount shall not be considered to have been paid.

7.2 Discharge Conditional

Any settlement or discharge between the Borrower and the Lender shall be conditional upon no security or payment to the Lender by the Borrower or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of the Lender under this Mortgage) that the Lender shall be entitled to recover from the Borrower

the value which the Lender has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

7.3 Covenant To Release

Once all the Secured Liabilities have been irrevocably paid in full and the Lender does not have any actual or contingent liability to advance further moneys to, or incur liability on behalf of, the Borrower, the Lender shall, at the request and cost of the Borrower, execute any documents (or procure that its nominees execute any documents) or take any action which may be necessary to release the Secured Assets from the Security constituted by this Mortgage. On the release of any of the Secured Assets the Lender shall not be bound to return the identical securities which were deposited, lodged, held or transferred and the Borrower will accept securities of the same class and denomination or such other securities as shall then represent the Secured Assets being released.

8. THIRD PARTY RIGHTS

- (a) Except as expressly provided for in this Mortgage, a person who is not a Party shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Mortgage.
- (b) The Parties may terminate or rescind this Mortgage, or agree to any variation, waiver or settlement in connection with it, without the consent of any third party, whether or not it extinguishes or alters any entitlement they may have to enforce any of the provisions of this Mortgage.

9. GOVERNING LAW

- (a) This Mortgage and any non-contractual obligations arising out of or in connection with it are governed by English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Mortgage (including a dispute regarding the existence, validity or termination of this Mortgage).

10. COUNTERPARTS

This Mortgage may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Mortgage.

**SCHEDULE 1 TO MORTGAGE
DETAILS OF MORTGAGED PROPERTY**

Description of Property	Title Number
Freehold land on the South West side of Stephenson Road, Northgate Industrial Park, Westbury	WT440896

EXECUTION PAGE TO MORTGAGE

EXECUTED as a DEED by)

NORTHACRE RENEWABLE)

ENERGY LIMITED)

acting by)

Ron Wigher, a director)

in the presence of:

Witness signature:

Name (print):

Address:

Occupation:

Ron Wigher

CRAIG JOHNSTON

107 CHEWSE

LONDON

EC2V 6DN

SOLICITOR

EXECUTED as a DEED by)

BIG LEGOLAS HOLDINGS LIMITED)

acting by)

_____, a director)

in the presence of:

Witness signature:

Name (print):

Address:

Occupation:

EXECUTION PAGE TO MORTGAGE

EXECUTED as a DEED by)
NORTHACRE RENEWABLE)
ENERGY LIMITED)
acting by)
_____, a director)

in the presence of:

Witness signature:

Name (print):

Address:
.....
.....
.....

Occupation:

EXECUTED as a DEED by)
BIG LEGOLAS HOLDINGS LIMITED)
acting by)
Sanvir Singh, a director)

in the presence of:

Witness signature:

Name (print):

Address:
.....
.....
.....
.....
.....

Occupation:

Sanvir Singh

CJ
CRAIG JOHNSTON

107 CHEAPSIDE
LONDON
EC2V 6DN
SOLICITOR