



Registration of a Charge

Company name: **GREENSPLAT TURBINE LIMITED**

Company number: **08608685**



X7AHTYNS

Received for Electronic Filing: **19/07/2018**

Details of Charge

Date of creation: **11/07/2018**

Charge code: **0860 8685 0003**

Persons entitled: **BAYERISCHE LANDESBANK**

Brief description: **GREENSPLAT, CARTHEW, ST AUSTELL (TITLE NUMBER CL311258 AND ANY OTHER TITLE NUMBER THAT WILL BE CREATED PURSUANT TO ANY VARIATIONS TO THE LEASE)**

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:

JIAN LIANG LIM



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8608685

Charge code: 0860 8685 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th July 2018 and created by GREENSPLAT TURBINE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th July 2018 .

Given at Companies House, Cardiff on 23rd July 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

Dated 11 July 2018

GREENSPAT TURBINE LIMITED
as Chargor

and

BAYERISCHE LANDESBANK
as Security Trustee

MORTGAGE

We certify this document
as a true copy of the original,
save for material redacted
pursuant to section 859G
Companies Act 2006

Erlehed's Sutherland (Int'l) LP
18 July 2018

THIS DEED is dated *11 July 2018* between:

- (1) **GREENSPLAT TURBINE LIMITED**, a company incorporated in England and Wales with registration number 08608685 and with its registered office at Units 2 A & 2 B, Bess Park Road Trenant Industrial Estate, Wadebridge, Cornwall, PL27 6HB (the "**Chargor**"); and
- (2) **BAYERISCHE LANDESBANK** as security 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:

- (A) The Chargor enters into this Deed in connection with and supplemental to the Debenture (as defined below).
- (B) 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:

"**Debenture**" means the debenture dated on or about the date of this Deed between the Chargor and the Security Trustee.

"**Lease**" means the lease relating to the land at Greensplat, Carthew, St Austell dated 19 November 2014 between the Imerys Minerals Limited (as landlord) and the Chargor (as tenant).

"**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. **Incorporated Provisions**

The provisions of the Debenture apply in relation to the Mortgaged Property to the extent that the same apply to the Real Property (as defined in the Debenture) and Mortgaged Property (as defined in the Debenture) and (so far as necessary to make them apply to

and be enforceable in relation to the Mortgaged Property) they shall be deemed to be incorporated into this Deed, *mutatis mutandis*, as though set out in full herein with each reference therein to "this Debenture" being deemed to be a reference to this Deed.

3. 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.

4. 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).

5. Application to The Land Registry

The Borrower 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."

6. Tacking

Subject to the terms of the Facilities Agreement, each Secured Party is under an obligation to make further advances to the Borrower and that obligation is a Secured Obligation under this Deed.

7. 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.

8. 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 entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1

DETAILS OF MORTGAGED PROPERTY

Description of Property	Title Number
Greensplat, Carthew, St Austell	CL311258 and any other title number that will be created pursuant to any variations to the Lease

EXECUTION PAGE

THE CHARGOR

Executed and delivered as a deed by

)

GREENSPLAT TURBINE LIMITED

)

acting by:

)

Director / ~~Attorney~~

and

acting by:

)

.....

)

Director / Attorney

In the presence of:

[Redacted]

Name of witness: Lisa Cook

Address: Windrush, Trelash
Lancaster PL15 8LL

THE SECURITY TRUSTEE

Executed and delivered as a deed by

)

BAYERISCHE LANDESBANK

)

.....

acting by:

)

Director / Attorney

and

acting by:

)

.....

)

Director / Attorney

In the presence of:

.....

Name of witness:

Address:

EXECUTION PAGE

THE CHARGOR

Executed and delivered as a deed by)
GREENSPLAT TURBINE LIMITED)
acting by:) Director / Attorney
and
acting by:)
Director / Attorney

in the presence of:

.....

Name of witness:

Address:

THE SECURITY TRUSTEE

Executed and delivered as a deed by)
BAYERISCHE LANDESBANK)
acting by:) Director / Attorney
and
acting by:)
Director / Attorney

Joanne James
Director

Karin Schramm
Senior Director

in the presence of:

Name of witness: DL LIM

Address: ECW 7WJ