



Registration of a Charge

Company name: **ENERGY POWER RESOURCES LIMITED**

Company number: **03302734**

Received for Electronic Filing: **14/01/2020**



X8WNQAPL

Details of Charge

Date of creation: **09/01/2020**

Charge code: **0330 2734 0035**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC AS TRUSTEE**

Brief description: **LEASEHOLD LAND AND BUILDING AT GLANFORD POWER STATION
BEING THE LAND ON THE NORTH WEST SIDE OF EIGHTH AVENUE,
FLIXBOROUGH, SCUNTHORPE, LINCOLNSHIRE, DN15 8SB - TITLE NO.:
HS390460.**

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: 3302734

Charge code: 0330 2734 0035

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th January 2020 and created by ENERGY POWER RESOURCES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th January 2020 .

Given at Companies House, Cardiff on 15th January 2020

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

ashurst

Mortgage

Energy Power Resources Limited
as Chargor

and

National Westminster Bank plc
as Security Trustee

9 January 2020

THIS DEED is made on 9 January 2020

BETWEEN:

- (1) **ENERGY POWER RESOURCES LIMITED**, registered in England and Wales (No. 03302734) with registered address at 6th Floor 33 Holborn, London, England, EC1N 2HT (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 Senior Facilities Agreement).

RECITALS:

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

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed:

"Debenture" means the fixed and floating security document dated on 23 July 2018 entered into by each Biomass Intermediate Holdco in favour of the Security Trustee;

"Mortgaged Property" means:

- (a) the leasehold property specified in schedule 1 (*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; and

"Senior Facilities Agreement" means the Senior Facilities Agreement dated on 23 July 2018 between, amongst others, Melton Renewable Energy UK Limited (as Borrower), the Mandated Lead Arrangers, the Original Lenders, the Facility Agent and the Security Trustee, each as defined in such agreement as amended, varied, novated or supplemented from time to time;

1.2 Terms defined in other Finance Documents

Unless defined in this Mortgage, or the context otherwise requires, a term defined in the Senior Facilities Agreement or the Debenture has the same meaning in this Mortgage, or any notice given under or in connection with this Mortgage, as if all references in those

defined terms to the Senior Facilities Agreement or the Debenture were a reference to this Mortgage or that notice.

1.3 **Incorporation of provisions of the Debenture**

In accordance with clause 1.7 of the Debenture, clauses 1.2 (*Terms defined in other Finance Documents*), 1.3 (*Construction*), 6.1 (*Further Assurance: General*), 6.3 (*Implied Covenants for Title*), 7.1 (*Negative Pledge*), 14 (*Enforcement of Security*), 15 (*Extension and Variation of The Law of Property Act 1925*), 15.3 (*Power of leasing*), 17 (*Powers of Receiver*), 20 (*Power of Attorney*), 21.7 (*Partial Invalidity*), 32 (*Governing Law*) and 33 (*Jurisdiction and Enforcement*) of the Debenture are incorporated into this Mortgage as if expressly incorporated into 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 Charged Property were references to the assets of the Chargor from time to time charged in favour of, or assigned (whether at law or in equity) to the Security Trustee by or pursuant to this Mortgage.

1.4 **Mortgage**

It is agreed that this Mortgage is supplemental to the Debenture.

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**

3.1 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*).

3.2 It shall be implied in respect of clause 1.2 (*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. **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.

6. **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

Property

Description of Property	Title Number
Leasehold, land and building at Glanford Power Station being the land on the north west side of Eighth Avenue, Flixborough, Scunthorpe, Lincolnshire, DN15 8SB	HS390460

EXECUTION PAGE

THE CHARGOR

Executed as a deed by EDWIN JOHN WILKINSON)
for and on behalf of DIRECTOR)
ENERGY POWER RESOURCES LIMITED in the)
presence of:

Signature

Signature of witness

Name of witness

Address of witness

MICHAEL R. JERVIS CHASTON

6 DEBEN MILL BUSINESS CENTRE

WROTHAM, SUFFOLK

IP2 1BL

Occupation of witness

THE SECURITY TRUSTEE

Executed as a deed for and on behalf of)
NATIONAL WESTMINSTER BANK PLC acting)
by its duly authorised attorney in the presence)
of a witness:

Signature of authorised attorney

Name of authorised attorney

Signature of witness

Name of witness

Address of witness

Occupation of witness