



Registration of a Charge

Company name: **OGMORE POWER LIMITED**

Company number: **09128094**



X5IV1FAI

Received for Electronic Filing: **01/11/2016**

Details of Charge

Date of creation: **31/10/2016**

Charge code: **0912 8094 0002**

Persons entitled: **FERN TRADING LIMITED**

Brief description: **THE ADDITIONAL PROPERTY: THE LEASEHOLD INTEREST IN LAND ADJOINING UNIT 29 RASSAU INDUSTRIAL ESTATE, RASSAU, EBBW VALE, DEMISED IN THE LEASE DATE 4 FEBRUARY 2016 AND MADE BETWEEN (1) BLESSINGTON PROPERTY LIMITED AND (2) OGMORE POWER LIMITED REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER CYM675085**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **COMPANY SECRETARY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9128094

Charge code: 0912 8094 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st October 2016 and created by OGMORE POWER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st November 2016 .

Given at Companies House, Cardiff on 2nd November 2016

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

31 October 2016

SUPPLEMENTAL DEBENTURE

OGMORE POWER LIMITED (the **Company**) (1)

FERN TRADING LIMITED as (**Lender**) (2)

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THIS DEED is dated

31 October

2016 and made

BETWEEN:

- (1) **OGMORE POWER LIMITED** a company incorporated in England and Wales (Registered No. 09128094) whose registered office is at 6th Floor, 33 Holborn, London, EC1N 2HT (the "**Company**"); and
- (2) **FERN TRADING LIMITED** (Company number 06447318) of 6th Floor, 33 Holborn, London, EC1N 2HT (the "**Lender**").

BACKGROUND:

- (A) The Company and the Lender are party to the debenture dated 07 January 2016 and made between the Company and the Lender (the "**Debenture**").
- (B) This Deed is supplemental to the Debenture and it is intended that it takes effect as a deed notwithstanding that the Lender may have executed it under hand only.
- (C) The Company is obliged by the Debenture and the Facility Agreement (defined in the Debenture) to mortgage, charge and/or assign the additional property and assets to the Lender in the terms set out below.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

"**Additional Property**" means the property details of which are set out in Schedule 1 (*Additional Property*) (and any land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future) including all buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in the future on it and all easements, access-rights, rights of way, wayleaves and rights attaching to it and in each case each and every part of it.

1.2 Definitions and Interpretation in Debenture

The terms of clause 1 (*Definitions and Interpretation*) of the Debenture shall apply in this Deed with all necessary modifications and as if they were set out in full in this Deed.

2 COVENANT TO PAY

2.1 Covenant to pay

The terms of clause 2 (*Covenant to Pay*) of the Debenture shall apply in this Deed with all necessary modifications and as if they were set out in full in this Deed.

3 CHARGES

The Company with full title guarantee hereby charges to the Lender, as a continuing security for the payment and discharge of the Secured Obligations, the following assets from time to time owned by it or in which it may from time to time have an interest (beneficial or otherwise and the proceeds of sale or realisation thereof):

3.1 Mortgage

By way of first legal mortgage, the Additional Property.

3.2 Assignment

By way of absolute assignment, the assets referred to in clause 3.2 (*Assignment*) of the Debenture to the extent that they relate to the Additional Property.

3.3 Fixed Charge

To the extent that they are not subject to a mortgage pursuant to clause 3.1 or an assignment pursuant to clause 3.2, by way of first fixed charge, the assets referred to in clause 3.3 (*Fixed Charge*) of the Debenture to the extent that they relate to the Additional Property.

3.4 Further advances

The Lender is under an obligation, contained in and subject to the terms of the Facility Agreement, to make further advances to the Company and the security created by this Deed is intended to secure such further advances.

4 REGISTRATION ISSUES

4.1 Notice of charge

The Company hereby consents to the registration of the following restriction against the Additional Property and all its present and future registered titles (whether or not specified in this Deed) and against any title to any of its unregistered property of which is or ought to be the subject of a first registration of title at the Land Registry at the date of this Deed:

"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 [7 JAN 2016] in favour of Fern Trading Limited referred to in the charges register or their conveyancer."

5 INCORPORATION

5.1 Incorporation

All the terms, powers and provisions contained in the Debenture are deemed to be incorporated into this Deed as if set out in full (with all necessary modifications) in this Deed and shall apply to the Additional Property as if included in and mortgaged, charged and assigned by the Debenture.

5.2 Representations and undertakings

- (a) Without prejudice to the generality of Clause 5.1 (*Incorporation*) above, the Company:
 - (i) represents and warrants to the Lender all the representations and warranties expressed or implied in or by the terms of the Debenture as if they were set out in full in this Deed; and
 - (ii) undertakes to the Lender all the undertakings and obligations expressed or implied in or by the terms of the Debenture as if they were set out in full in this Deed.

5.3 Continuation

- (a) Except insofar as supplemented hereby, the Debenture will remain in full force and effect.
- (b) The definition of Properties in the Debenture shall hereby include the Additional Property.
- (c) References in the Debenture to "this Deed" and similar expressions shall be deemed to be references to the Debenture as supplemented by this Deed and to this Deed.

5.4 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of the Law of Property (Miscellaneous Provisions) Act 1989, any provisions of the Facility Agreement and any other relevant loan agreements relating to any disposition of an interest in the Additional Property shall be deemed to be incorporated in this Deed.

6 DESIGNATION

This Deed and the Debenture as supplemented by this Deed shall be designated a Finance Document.

7 COUNTERPARTS

This Deed may be signed in any number of counterparts and this has the same effect as if the signatures on counterparts were on a single copy of this Deed. Each counterpart, when executed and delivered, shall constitute an original of this Deed, but all the executed and delivered counterparts shall together constitute a single instrument.

8 THIRD PARTIES

For the purposes of section 1(2) of the Contracts (Rights of Third Parties) Act 1999 the parties state that they do not intend any term of this Deed to be enforced by any third parties but any third party right which exists or is available independently of that Act is largely preserved.

9 LAW

9.1 English law

This Deed and any non contractual obligations arising out of or in connection with this Deed shall be governed by and shall be construed in accordance with English law.

9.2 Submission to jurisdiction

The Company agrees for the benefit of the Lender that any legal action or proceedings arising out of or in connection with this Agreement against the Company or any of its assets may be brought in the English courts and irrevocably and unconditionally submits to the jurisdiction of such courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Lender to take proceedings against the Company in the courts of any other competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not. The Lender and the Company further agree that only the courts of England and not those of any other State shall have jurisdiction to determine any claim which the Company may have against the Lender arising out of or in connection with this Agreement.

THIS DOCUMENT HAS BEEN EXECUTED AS A DEED AND IS DELIVERED AND TAKES EFFECT ON THE DATE STATED AT THE BEGINNING OF IT

Schedule 1

The Additional Property

Address	Freehold/Leasehold	Title Number
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The leasehold interest in Land adjoining Unit 29	Leasehold	CYM675085
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Rassau Industrial Estate, Rassau, Ebbw Vale
demised in the lease dated 4 February 2016
and made between (1) Blessington Property
Limited and (2) Ogmere Power Limited
registered at HM Land Registry with title number
CYM675085.

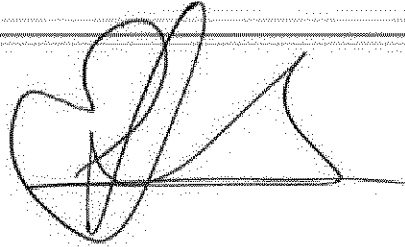
EXECUTION PAGES

THE COMPANY

EXECUTED as a DEED)

By OGMORE POWER)
LIMITED)

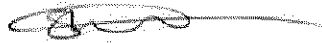
acting by:-)



Director

in the presence of a witness:

Signature of witness:



Name of witness:

SHARNA LVOLOW

Address:

4/033 HOLBORN
LONDON
EC1A 2HT

Occupation:

COMPANY SECRETARY

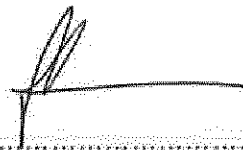
LENDER

EXECUTED as a DEED and)

DELIVERED by FERN

TRADING LIMITED)

acting by:-)



Director

in the presence of a witness:



Name of witness:

SMARNA WOLOD

Address:

C/O 33 HOLLAND

LONDON

SW 2HT

Occupation:

COMPANY SECRETARY

