



Registration of a Charge

Company name: **PIMBO GENERATION LIMITED**

Company number: **10133254**

Received for Electronic Filing: **11/02/2019**



X7Z1OD0A

Details of Charge

Date of creation: **31/01/2019**

Charge code: **1013 3254 0005**

Persons entitled: **CLOSE LEASING LIMITED**

Brief description:

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: **CMS CAMERON MCKENNA NABARRO OLSWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10133254

Charge code: 1013 3254 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st January 2019 and created by PIMBO GENERATION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th February 2019 .

Given at Companies House, Cardiff on 12th February 2019

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

DATE: 31 JANUARY 2019

SUPPLEMENTAL DEBENTURE

Between

PIMBO GENERATION LIMITED

and

CLOSE LEASING LIMITED

CMS Cameron McKenna Nabarro Olswang LLP
Saltire Court
20 Castle Terrace
Edinburgh
EH1 2EN
T +44 131 228 8000
F +44 131 228 8888

THIS SUPPLEMENTAL DEBENTURE is made the 31 day of JANUARY 2019

BETWEEN:

- (1) **PIMBO GENERATION LIMITED**, a company incorporated in England and Wales under the Companies Acts (company number 10133254) (the “**Chargor**”); and
- (2) **CLOSE LEASING LIMITED**, registered in England and Wales with company number 06377532, whose registered office is situate at Olympic Court, Third Avenue, Trafford Park Village, Manchester M17 1AP, as lender (the “**Lender**”).

and is supplemental to the Debenture (as defined below).

WHEREAS:

- (A) The Chargor enters into this Supplemental Debenture in connection with the Facility Agreement.
- (B) The board of directors of the Chargor is satisfied that the giving of the security contained or provided for in this Supplemental Debenture is in the interests of the Chargor and has passed a resolution to that effect.

NOW IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Facility Agreement and the Debenture shall, unless otherwise defined in this Supplemental Debenture, have the same meanings when used in this Supplemental Debenture and, in addition, in this Supplemental Debenture:

“**Borrower**”: Forsa Energy Gas Acquisitions Holdco 1 Limited, registered in England and Wales under the Companies Act (company number 11190531) and having its registered office at 1st Floor, 17 Slingsby Place, London, England WC2E 9AB;

“**Debenture**”: the debenture dated 21 September 2018 between the Chargor and the Lender;

“**Facility Agreement**”: the capacity market CMU facility agreement dated 21 September 2018 and entered into among the Borrower as borrower; the Chargor, Chadderton Generation Limited (registered number 10133641) and Bancroft Generation Limited (registered number 10133681) as obligors; and the Lender as lender;

“**Mortgaged Property**”: the property specified in Schedule 1 hereto;

“**Specified Insurances**”: each of the contracts of insurance specified in Schedule 3 hereto;

“**Specified Project Documents**”: each of the contracts and other agreements specified in Schedule 2 hereto.

1.2 Construction

For the avoidance of doubt, the interpretation provisions set out at clause 1.1 (*Interpretation*) of the Debenture shall apply equally to this Supplemental Debenture.

1.3 Third Party Rights

Nothing in this Supplemental Debenture is intended to confer on any person any right to enforce or enjoy the benefit of any provision of this Supplemental Debenture which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

2. FIXED SECURITY

- 2.1 The Chargor as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Lender by way of a first legal mortgage all of its right, title and interest in and to the Mortgaged Property together with all buildings and fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants.
- 2.2 The Chargor as security for the payment, performance and discharge of all the Secured Liabilities, assigns to the Lender absolutely by way of a first legal assignment all of its right, title and interest in and to:
 - 2.2.1 the Specified Project Documents; and
 - 2.2.2 the Specified Insurances.

3. LAND REGISTRY

In respect of the Mortgaged Property and for the purposes of Panel 8 of the Form RX1 that may be required to be completed by the Lender in relation to the Mortgaged Property registered or required to be registered at HM Land Registry, the Chargor hereby consents to an application being made by the Lender to the Chief Land Registrar to enter the following restriction in Form P against its title to 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 [●] in favour of [insert full name of Lender] referred to in the charges register or its conveyancer [or specify appropriate details]".

4. CONTINUATION

- 4.1 Except insofar as supplemented hereby, the Debenture will remain in full force and effect.
- 4.2 References in the Debenture to "**this Debenture**" shall be deemed to refer to the Debenture as supplemented by this Supplemental Debenture and to this Supplemental Debenture.
- 4.3 For the avoidance of doubt, the provisions of Clause 5 (*Negative Pledge*) of the Debenture shall apply to the Mortgaged Property, the Specified Project Documents and the Specified Insurances hereto.
- 4.4 This Supplemental Debenture is supplemental to the Debenture. On and from the date of this Supplemental Debenture:
 - 4.4.1 the Supplemental Debenture and the Debenture shall be read and construed as one document and in particular the property and contracts charged pursuant to Clause 3 of the Debenture shall include the Mortgaged Property, the Specified Project Documents and the Specified Insurances; and

4.4.2 the Chargor acknowledges that references to the “**Debenture**” in any Facility Agreement is a reference to the Debenture as supplemented by this Supplemental Debenture.

5. GOVERNING LAW

This Supplemental Debenture and any non-contractual obligations arising from or in connection with it shall be governed by and construed in accordance with English law.

IN WITNESS WHEREOF this Supplemental Debenture has been entered into as a deed and is intended to be and is delivered on the day and year first before written.

Schedule 1

Mortgaged Property

None

Schedule 2

Specified Project Documents

	Document	Date	Parties	Description
1.	Supplier direct agreement	30 August 2018	Pimbo GE Jenbacher GmbH & Co. OG Clarke Energy Limited	The supplier direct agreement relating to the Pimbo Gas Power Project dated 30 August 2018

Schedule 3

Specified Insurances

None

EXECUTION PAGE

THE CHARGOR

Executed as a deed by)
PIMBO GENERATION LIMITED)
on being signed by a director

.....*T.S. JENIOR*.....)
in the presence of:) Director

Name of witness: *Cheryl Percival*.....

Signature of witness: [REDACTED]

Address: *22 Pottery Street*
Greenock.....

Occupation: *Administrator*.....

THE LENDER

CLOSE LEASING LIMITED

By:

Address:

Fax:

Attention:

EXECUTION PAGE

THE CHARGOR

Executed as a deed by)
PIMBO GENERATION LIMITED)
on being signed by a director

.....)
.....) Director
in the presence of:)

Name of witness:

Signature of witness:

Address:

Occupation:

THE LENDER

CLOSE LEASING LIMITED

By: *PHILIP TOWNEND*

Address:

Fax: **Close Leasing Limited**
Olympic Court
Attention: **Third Avenue**
Trafford Park
Manchester M17 1AP

