

R/IP/RA9

Form AJ

CO-OPERATIVE AND COMMUNITY BENEFIT SOCIETIES ACT 2014

*Acknowledgement of application for recording
of a charge for the purposes of Part 5 of the said Act*

Name of Society: **Bristol Community Energy Limited**

Register No. **31313 R**

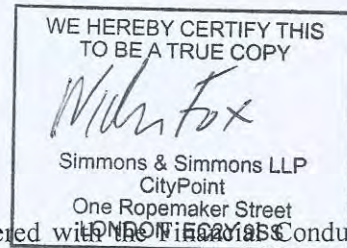
The application dated **28 June 2017** for the recording of a charge on assets of the above-named society which was created or evidenced by an instrument dated **28 June 2017** and made between **Bristol Community Energy Limited** and **Pure Leapfrog** a certified true copy of which was annexed thereto, was delivered to the Financial Conduct Authority on **3 July 2017**.

Date: **10 July 2017**



THIS IS AN IMPORTANT LEGAL DOCUMENT AND THE LENDER RECOMMENDS THAT YOU SEEK INDEPENDENT LEGAL ADVICE BEFORE ENTERING INTO IT.

THIS DEED is dated 28/6/17



PARTIES

- (1) Bristol Community Energy Limited incorporated and registered with the Financial Conduct Authority with company number IP31313R and whose registered office is at 14 Orchard St, Bristol, BS1 5EH (**Borrower**).
- (2) PURE LEAPFROG incorporated and registered in England and Wales with registered company number 05534395 whose registered office is at Cooper House 3P1, 2 Michael Road, London SW6 2AD (**Lender**).

BACKGROUND

- (A) The Lender has agreed pursuant to the Loan Offer Letter to provide the Borrower with a loan on a secured basis to buy certain renewable energy generating equipment.
- (B) This debenture provides security which the Borrower has agreed to give the Lender for the loan under the Loan Offer Letter.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions in this clause apply in this debenture:

Acknowledgement of Assignment: an acknowledgement of assignment substantially in the form set out in Part 2 of Schedule 5 or in such form as may be specified by the Lender.

Assigned Contracts: collectively: the Lease(s) and the Power Purchase Agreement(s); and any other contract designated in writing as an "Assigned Contract" by the Lender and the Borrower from time to time.

Charged Property: all the assets, property and undertaking for the time being subject to the security interests created by this debenture (and references to the Charged Property include references to any part of it).

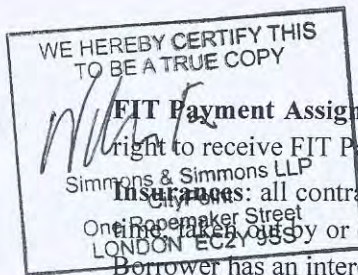
Costs: all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on Costs.

FIT Licensee: the licensed electricity supplier from time to time which makes FIT Payments to the Borrower.

Enforcement Event: an Event of Default that has occurred and is continuing.

Event of Default: an event of default as defined and governed by paragraph 13 of the Terms and Conditions.

FIT Payments: feed in tariff payments due to the Borrower (at any time and from time to time) as a result of the electricity generated by the Renewable Energy Generating Equipment.



FIT Payment Assignment: the assignment by the Borrower to the Lender of the Borrower's right to receive FIT Payments in accordance with clause 3.1(c) of this debenture.

Insurances: all contracts and policies of insurance of whatever nature which are, from time to time, taken out by or on behalf of the Borrower or (to the extent of such interest) in which the Borrower has an interest.

Lease(s): has the meaning given in the Terms and Conditions, as such agreement(s) may be specified in the Loan Offer Letter.

Loan Offer Letter: the loan offer letter dated 21 November 2016 between the Borrower and the Lender for the provision of loan facilities to which the Terms and Conditions are appended.

Mortgaged Property: any freehold or leasehold property specified in Schedule 4 (Mortgaged Property).

Notice of Assignment: a notice of assignment substantially in the form set out in Part 1 of Schedule 5 or in such form as may be specified by the Lender.

PPA Payments: payments due to the Borrower (at any time and from time to time) under any Power Purchase Agreement(s).

Power Purchase Agreement(s): has the meaning given in the Terms and Conditions, as such agreement(s) may be specified in the Loan Offer Letter.

Receiver: a receiver and/or manager of any or all of the Security Assets appointed under paragraph 3 of Schedule 1 (Enforcement), and shall, where permitted by law, include an administrative receiver in each case appointed under this debenture.

Renewable Energy Generating Equipment: the equipment and/or machinery as installed as a complete and working system financed in whole or part by the Lender and used by the Borrower in the production of renewable energy and which could entitle the Borrower to receive FIT Payments and/or RHI Payments as specified in schedule 3 (Renewable Energy Generating Equipment).

RHI Payments: renewable heat incentive payments due to the Borrower from Ofgem (or any successor operator or administrator of the renewable heat incentive scheme) by virtue of any heat generated by the Renewable Energy Generating Equipment.

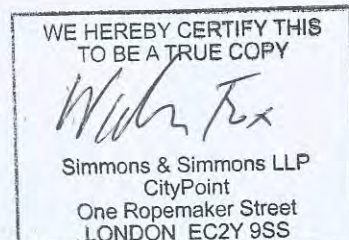
Security Assets: all the assets, rights, title, interests and benefits of the Borrower the subject of, or expressed to be subject to, this debenture.

Secured Liabilities: all present and future monies, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever together with all interest (including, without limitation, default interest) and expenses the Lender or a Receiver occurs accruing in respect of such monies or liabilities.

Security Interest: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Security Period: the period starting on the date of this debenture and ending on the date on which the Lender, in its reasonable opinion, is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

Terms and Conditions: the Pure Leapfrog Community Energy Fund terms and conditions.



1.2 Interpretation

Unless the context otherwise requires, in this debenture:

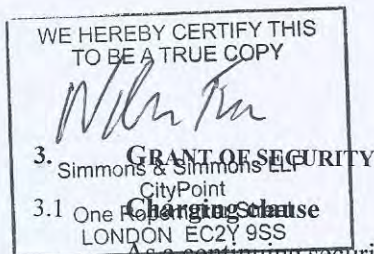
- (a) any reference to any statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and to any former statute or statutory provision which it consolidated or re-enacted before the date of this debenture;
- (b) a reference to one gender includes a reference to the other genders;
- (c) words in the singular include the plural and in the plural include the singular;
- (d) a reference to a clause or Schedule is to a clause or Schedule of or to this debenture;
- (e) a reference to **this debenture** (or any specified provision of it) or any other document shall be construed as a reference to this debenture, that provision or that document as in force for the time being and as amended or novated from time to time;
- (f) a reference to a **person** shall be construed as including a reference to an individual, firm, corporation, unincorporated body of persons or any state or any agency of a person;
- (g) a reference to an **amendment** includes a supplement, variation, novation or re-enactment (and **amended** shall be construed accordingly);
- (h) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (i) a reference to an **authorisation** includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation;
- (j) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (k) a reference to the **Borrower** or the **Lender** shall include its successors, permitted transferees and permitted assigns; and
- (l) a reference to a mortgage or charge of any freehold or leasehold property includes:
 - (i) each and every part of that property, including the buildings, structures, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or in the future on that property and all easements and rights attaching to it; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Borrower in respect of that property or any monies paid or payable in respect of those covenants.

1.3 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 the terms of the Loan Offer Letter and of any side letters between any parties in relation to the Loan Offer Letter are incorporated in this debenture.

2. COVENANT TO PAY

The Borrower shall, as primary obligor and not only as surety on demand, pay to the Lender and discharge the Secured Liabilities when they become due in the manner provided in the Terms and Conditions.



As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee:

- (a) charges to the Lender, by way of first fixed charge:
 - (i) the Renewable Energy Generating Equipment;
 - (ii) all present and future rights, licences, guarantees, contracts, covenants and warranties relating to the Renewable Energy Generating Equipment and all consents and authorisations, statutory or otherwise held or required in connection with the Borrower's use of any Renewable Energy Generating Equipment and all rights in connection with them;
 - (iii) all interests in and rights under policies of insurance pertaining to the Charged Property now or at any time during the continuance of this security belonging to the Borrower, and all its rights, present and future, to other compensation monies from time to time payable in respect of the Charged Property;
- (b) charges by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it and all rights under any licence or other agreement or document which gives the Borrower a right to occupy or use that property, including the freehold or leasehold property (if any) specified in schedule 4 (Mortgaged Property);
- (c) assigns to the Lender, by way of security, all its right, title and interest in the FIT Payments and RHI Payments and PPA Payments from time to time;
- (d) to the extent that any such right described in clause 3.1(c) is not capable of assignment, the assignment of that right purported to be effected by clause 3.1(b) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Borrower may derive from that right or be awarded or entitled to in respect of that right;
- (e) to the extent they do not fall within any other part of this clause 3.1 or are not effectively assigned under clause 3.1(c) or (d) above, the Borrower charges by way of first fixed charge all of its rights under each agreement or document to which it is a party; and
- (f) charges to the Lender, by way of first floating charge, any undertaking, property, assets and rights of the Borrower connected with the same together with all the undertaking, property, assets and rights of the Borrower referred to in clause (a), clause (b) and clause 3.1(c) at any time but not effectively mortgaged, charged or assigned pursuant to clause (a), clause (b) and clause 3.1(c).

3.2 **Assignments**

The Borrower, with full title guarantee and as continuing security for the payment and discharge of all Secured Liabilities, assigns absolutely (subject to a proviso for reassignment on redemption) to the Lender all its present and future right, title and interest in and to and the benefit of the Assigned Contracts, provided that until such time as the Lender notifies a counterparty to an assigned contract that an Enforcement Event has occurred, the Borrower may, subject to the terms of the Terms & Conditions, continue to exercise any and all of its rights under the Assigned Contracts.

3.3 **Undertaking**

The Borrower shall provide, as soon as practical upon receipt, the Lender and any Receiver with copies of each of the Assigned Contracts and any information, documentation and notices



relating to any of the Assigned Contracts which it may from time to time receive from any party to any Assigned Contract, or otherwise as requested by the Lender or any Receiver.

3.4 **Rights**

- (a) Subject to the rights of the Lender under paragraph (b) below, the Borrower shall diligently pursue its rights under each of the Assigned Contracts, but only if and to the extent that the exercise of those rights in the manner proposed would not result in an Event of Default under the Terms & Conditions.
- (b) After the occurrence of an Enforcement Event, the Lender may exercise (without any further consent or authority on the part of the Borrower and irrespective of any direction given by the Borrower) any of the Borrower's rights under the Assigned Contracts.

3.5 **Preservation**

The Borrower may not, without the prior written consent of the Lender or unless permitted by the Terms and Conditions:

- (a) amend or waive any term of, or terminate, any of the Assigned Contracts; or
- (b) take any action which might jeopardise the existence or enforceability of any of the Assigned Contracts.

3.6 **Notices of Assignment**

The Borrower shall:

- (a) promptly following the execution of this debenture (or promptly following the execution of any Assigned Contract executed after the date of this debenture) serve a Notice of Assignment on each of the parties to each of the Assigned Contracts; and
- (b) use all reasonable endeavours to procure that each of those other parties delivers an Acknowledgement of assignment within 20 days of this debenture or, if later, the date of entry into the Assigned Contract.

3.7 **Floating Charge creation**

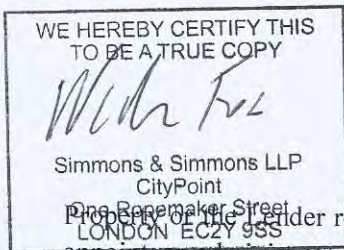
The Borrower with full title guarantee and as continuing security for the payment of all Secured Liabilities, charges in favour of the Lender by way of a first floating charge the Charged Property, to the extent not otherwise effectively charged or assigned by clause 3.1 and clause 3.2

3.8 **Qualifying Floating Charge**

The floating charge created by the Borrower pursuant to clause 3.7 above is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act 198.

3.9 **Automatic conversion of floating charge**

The floating charge created by clause 3.1(f) shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if the Borrower creates, or attempts to create, over all or any part of the Charged Property a Security Interest without the prior written consent of the Lender or any trust in favour of another person or disposes or attempts to dispose of all or any part of the Charged Property (other than property subject only to the floating charge while it remains uncrystallised which property may be disposed of in the ordinary course of business) or a receiver is appointed over all or any of the Charged Property that is subject to the floating charge or any person levies or attempts to levy any distress, attachment, execution or other process against all or any part of the Charged



the Lender receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Borrower.

3.10 Conversion of floating charge by notice

The Lender may in its sole discretion at any time by written notice to the Borrower convert the floating charge created under this debenture into a fixed charge as regards any part of the Charged Property specified by the Lender in that notice.

3.11 Notice of FIT Payment & PPA Payment Assignment

Upon the occurrence of an Event of Default, the Borrower shall notify the FIT Licensee and/or any counterparty to a Power Purchase Agreement within two days of the assignment by the Borrower to the Lender of the Borrower's right to receive FIT Payments or PPA Payments (as applicable) in accordance with clause 3.1(c). The Lender retains the right to instruct the FIT Licensee or counterparty to a PPA Agreement to make FIT Payments and/or PPA Payments (as applicable) to the Lender upon the occurrence of an Event of Default.

4. LIABILITY OF BORROWER

The liability of the Borrower under this debenture in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by any act or omission which but for this provision might discharge or otherwise prejudice or affect the liability of the Borrower.

5. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender on the date of this debenture and shall be deemed to represent and warrant to the Lender on each day of the Security Period that:

- (a) the Borrower is the legal and beneficial owner of the Charged Property free from any Security Interest other than the Security Interests created by this debenture; and
- (b) it is the sole nominated recipient of the RHI Payments and FIT Payments and PPA Payments.

6. COVENANTS

6.1 Covenants

The Borrower covenants with the Lender during the continuance of the security constituted by this debenture as follows:

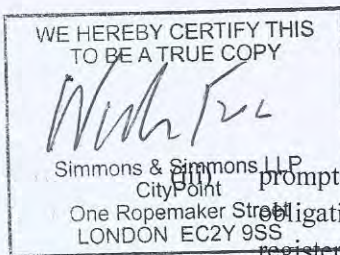
- (a) The Borrower shall not at any time, except with the prior written consent of the Lender create, purport to create or permit to subsist any Security Interest on, or in relation to, any Charged Property other than any Security Interests created by this debenture or sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property, except for the disposal in the ordinary course of business of any of the Charged Property subject to the floating charge created under this debenture or create or grant (or purport to create or grant) any interest in any Charged Property in favour of a third party.
- (b) The Borrower shall not do, or permit to be done, any act or thing, which will or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this debenture.

WE HEREBY CERTIFY THIS
TO BE A TRUE COPY

W. M. T. G.

Simmons & Simmons LLP
City Point
One Ropemaker Street
LONDON EC2Y 9SS

- (c) The Borrower, at its own cost, shall prepare and execute such further charges or transfers (containing a power of sale and such other provisions as the Lender may reasonably require) in favour of the Lender as the Lender shall in its absolute discretion from time to time require over all or any part of the Charged Property and give all notices, orders and directions which the Lender may require in its absolute discretion for perfecting, protecting or facilitating the realisation of its security over the Charged Property.
- (d) The Borrower shall permit the Lender and any Receiver and any person appointed by either of them to enter upon the Borrower's property and inspect any of the Charged Property during normal business hours upon reasonable prior notice.
- (e) The Borrower shall duly and punctually perform and comply (to the satisfaction of the Lender) with its obligations under the Lease in all material respects and take all steps necessary to protect, maintain, exercise and enforce all its rights with respect to the Lease to procure (so far as this is within its control) the due performance by each other party to the Lease of its obligations under the Lease.
- (f) The Borrower shall not allow the RHI Payments or FIT Payments or PPA Payments to be made to anyone other than the Borrower.
- (g) The Borrower shall:
- (i) keep all Charged Property of an insurable nature comprehensively insured (including if requested by the Lender, terrorism cover) to the Lenders reasonable satisfaction for its full reinstatement cost in accordance with the Terms & Conditions. In default, the Lender may arrange insurance at the Borrower's expense;
 - (ii) comply with the terms of the Insurances and not do or permit anything to be done which may make void or voidable any of the Insurances;
 - (iii) procure that the Lender is named as named as an additional insured for its own interest under each of the Insurances but without liability on the part of the Lender for any premium in relation to those Insurances;
 - (iv) hold on trust for the Lender all proceeds of any insurance of the Charged Property. At the Lender's option, the Borrower will apply the proceeds in making good the relevant loss or damage, or to reduce the Secured Liabilities;
 - (v) where required by the Lender, deposit with the Lender all insurance policies (or copies where the Lender agrees), and all deeds and documents of title relating to the Charged Property; and
 - (vi) keep the Renewable Energy Generating Equipment in good condition.
- (h) In the case of the Borrower's existing leasehold property, the Borrower shall, if requested by the Lender:
- (i) promptly and in any event within any applicable priority period, apply to the Land Registry to register the Security created or expressed to be created by this debenture;
 - (ii) promptly submit to the Land Registry the duly completed form RX1 requesting a restriction in the form specified by Lender to be entered on the register of title to that freehold or leasehold property in respect of the Security created or expressed to be created by this debenture;



- promptly submit to the Land Registry a duly completed application to enter the obligation to make further loans or advances on the charges register of any registered land forming part of the Mortgaged Property;
- (iv) promptly pay all appropriate registration fees;
 - (v) deposit with the Lender all deeds and documents of title relating to any Mortgaged Property and all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of the Borrower;
 - (vi) within fourteen days after the receipt by the Borrower of any application, requirement, order or notice served or given by any public or local or any other authority or any landlord with respect to its Mortgaged Property (or any part of it):
 - (a) deliver a copy to the Lender; and
 - (b) inform the Lender of the steps taken or proposed to be taken to comply with the relevant requirement, order or notice;
- 6.2 If the Borrower fails to comply with any term of clause 6.1 the Lender may, at the expense of the Borrower effect any insurance and generally do such things and take such other action as the Lender may reasonably consider necessary or desirable to prevent or remedy any breach of clause 6.1.
- 6.3 If the Borrower fails to perform any obligations under the Loan Offer Letter or the Terms & Conditions affecting its Mortgaged Property, the Borrower must allow the Lender or its agents and contractors:
- (a) to enter any part of its Mortgaged Property;
 - (b) to comply with or object to any notice served on the Borrower in respect of its Mortgaged Property; and
 - (c) to take any action that the Lender may reasonably consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice.
- 6.4 The Borrower must immediately on request by the Lender pay the costs and expenses of the Lender or its agents and contractors incurred in connection with any action taken by it under this clause 6.
- 6.5 Neither the Lender, nor any Receiver shall be obliged to account as mortgagee in possession as a result of any action taken under this clause 6.
- 7. POWERS OF THE LENDER**
- The Lender shall have the following powers:
- (d) The Lender shall be entitled (but shall not be bound) to remedy a breach at any time by the Borrower of any of its obligations contained in this debenture and the Borrower irrevocably authorises the Lender and its agents to do all such things as are necessary or desirable for that purpose.
 - (e) The rights of the Lender under this clause 7 are without prejudice to any other rights of the Lender under this debenture and the exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.

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Wills Fox & Simmons LLP
CityPoint
One Ropemaker Street
London EC2Y 9SS

- (f) At any time after the security constituted by this debenture shall have become enforceable or after any powers conferred by any Security Interest having priority to this debenture shall have become exercisable, the Lender may redeem such debenture or other prior Security Interest or procure its transfer to itself and settle any account of the holder of any prior Security Interest.
- (g) Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Borrower and all monies paid by the Lender to an encumbrancer in settlement of such an account shall, as from its payment by the Lender, be due from the Borrower to the Lender on current account and shall bear interest and be secured as part of the Secured Liabilities.
- (h) The Lender may require the Borrower to appoint a firm of accountants to review its financial affairs, if:
 - (i) any of the Secured Liabilities are not paid when due;
 - (ii) the Lender considers that the Borrower has breached any other obligation to the Lender; and/or
 - (iii) the Lender considers any information provided by the Borrower to be materially inaccurate.
- (i) Any review required will take place within 7 days of the Lender's request (or longer if the Lender agrees). The firm, and the terms of reference, must be approved by the Lender. The Borrower (and not the Lender) will be responsible for the firm's fees and expenses, but the Lender may make payment and the Borrower will repay the Lender on demand.
- (j) The Lender may set off any amount due from the Borrower against any amount owed by the Lender to the Borrower. The Lender may exercise this right. Without prior notice, both before and after demand.

8. ENFORCEMENT

8.1 Enforcement events

The security constituted by this debenture shall be immediately enforceable in any of the circumstances set out in paragraph 1 of Schedule 1 (Enforcement). The parties to this debenture agree that the provisions of Schedule 1 (Enforcement) shall apply to this debenture and shall be binding between them.

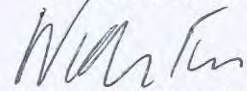
8.2 Receiver's powers

A Receiver shall have, in addition to the powers conferred on receivers by statute, the further powers set out in Schedule 2 (Further powers of Receiver).

9. COSTS AND INDEMNITY

9.1 Costs

The Borrower shall pay to or reimburse the Lender and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Lender and/or any Receiver in relation to protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or the Receiver's rights under this debenture or suing for, or recovering, any of the Secured Liabilities.



Simmons & Simmons LLP
CityPoint
One Ropemaker Street
LONDON EC2Y 9SS

9.2 Indemnity

The Lender and any Receiver and their respective employees and agents shall be indemnified on a full indemnity basis out of the Charged Property in respect of all actions, liabilities and Costs incurred or suffered in or as a result of the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this debenture or any matter or thing done or omitted to be done in relation to the Charged Property under those powers or any default or delay by the Borrower in performing any of its obligations under this debenture.

10. ASSIGNMENT AND TRANSFER

10.1 The Borrower may not assign any of its rights or transfer any of its obligations under this debenture or enter into any transaction, which would result in any of those rights or obligations passing to another person.

10.2 The Lender may enter into a Debt Purchase Transaction and may allow any person to take over any of its rights and duties under this debenture. The Borrower authorises the Lender to give that person or its agent any financial or other information about the Lender References to the Lender include its successors.

11. POWER OF ATTORNEY

11.1 Appointment of attorneys

By way of security, the Borrower irrevocably appoints the Lender and every Receiver separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that the Borrower is required to execute and do under this debenture and/or any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this debenture or by law on the Lender or any Receiver (including, without limitation, to approach Ofgem (or any successor operator or administrator of the renewable heat incentive scheme and/or Central FIT Register) or any other relevant energy provider or counterparty to a Power Purchase Agreement, on behalf of the Borrower in order to take all necessary steps to have the Lender registered as nominated recipient of, in order to receive, RHI Payments and/or FIT Payments and/or PPA Payments).

11.2 Ratification of acts of attorneys

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 11.1.

12. FURTHER PROVISIONS

12.1 Delay

No delay or failure to exercise any right or power under this debenture shall operate as a waiver. No single or partial exercise of any right under this debenture shall prevent any other or further exercise of that or any other such right.

12.2 Consolidation

The restriction on the right of consolidation contained in section 93 of the Law of Property Act 1925 shall not apply to this debenture.

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Simmons & Simmons LLP
CityPoint
One Ropemaker Street
LONDON, EC2Y 9SS

12.3 Partial invalidity

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this debenture shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.

12.4 Preservation of other security and rights and further assurance

- (a) This debenture is in addition to any other security or guarantee for the Secured Liabilities held by the Lender now or in the future. The Lender may consolidate this debenture with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Lender's other rights.
- (b) On request, the Borrower will execute any deed or document, or take any other action required by the Lender, to perfect or enhance the Lender's security under this debenture.
- (c) The Borrower will, following a default by the Borrower of its obligations under the Loan Offer Letter, and upon request by the Lender, promptly take all steps necessary to have Ofgem (or any successor operator or administrator of the renewable heat incentive scheme and/or Central FIT Register) or any other relevant energy provider or counterparty to a Power Purchase Agreement, to have the Lender registered as nominated recipient of and/or assignee in respect of, in order to receive, RHI Payments and/or FIT Payments and/or PPA Payments in place of the Borrower.

12.5 Third party rights

A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this debenture.

13. NOTICES

13.1 Service

- (a) Any notice or other communication given under this debenture shall be in writing and shall be served by delivering it personally or by sending it by pre-paid first-class post or to the address of the relevant party as set out in against their name at the start of this debenture or such other address or fax number as may be notified in writing from time to time by the relevant party to the other party.
- (b) A notice from the Borrower to the Lender will be effective on receipt.

14. GOVERNING LAW AND JURISDICTION

14.1 Governing law

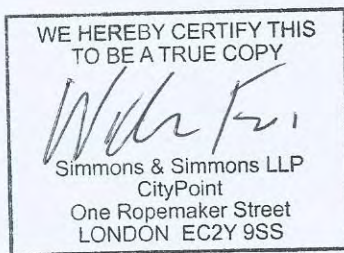
This debenture and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed according to the law of England and Wales.

14.2 Jurisdiction

The parties to this debenture irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this debenture or its subject matter or formation (including non-

contractual disputes or claims). Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

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 Enforcement



1. ENFORCEMENT EVENTS

This debenture shall be enforceable if an Event of Default (as defined in, or incorporated by reference in, the Loan Offer Letter) occurs, and in any such event (whether or not the event is continuing), without prejudice to any other rights of the Lender, the powers of sale under the Law of Property Act 1925 shall immediately be exercisable and the Lender may in its absolute discretion enforce all or any part of the security created by this debenture as it sees fit. The powers of sale conferred upon mortgagees under the Law of Property Act 1925 shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this debenture, but the Lender shall not exercise such power of sale until the security constituted by this debenture has become enforceable.

2. PROTECTION OF THIRD PARTIES

No purchaser, mortgagee or other person dealing with the Lender or any Receiver shall be concerned to enquire whether any of the Secured Liabilities have become due or payable or remain unpaid or undischarged, or whether the power the Lender or a Receiver is purporting to exercise has become exercisable or to see to the application of any money paid to the Lender or any Receiver.

3. APPOINTMENT OF RECEIVER

3.1 At any time after the security constituted by this debenture has become enforceable, or at the request of the Borrower, the Lender may without further notice appoint by way of deed, or otherwise in writing, any one or more person or persons to be a Receiver or a Receiver and manager of all or any part of the Charged Property and (subject to section 45 of the Insolvency Act 1986) from time to time by way of deed, or otherwise in writing, remove any person appointed to be the Receiver and may in like manner appoint another in his place. Where more than one person is appointed Receiver, they will have the power to act separately (unless the appointment by the Lender specifies to the contrary).

3.2 The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the Law of Property Act 1925 and the remuneration of the Receiver shall be a debt secured by this debenture which shall be due and payable immediately upon its being paid by the Lender.

4. POWERS ADDITIONAL

The powers of sale and appointing a Receiver conferred by this debenture shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the Law of Property Act 1925 or otherwise and shall be exercisable without the restrictions contained in sections 103 and 109 of the Law of Property Act 1925 or otherwise.

5. AGENT OF THE BORROWER

Any Receiver appointed by the Lender under this debenture shall be the agent of the Borrower.

6. POWERS OF RECEIVER

Any Receiver appointed by the Lender under this debenture shall in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986 have the power to do all such acts and things as an absolute owner could do in the management of such of the Charged Property over which the Receiver is appointed.

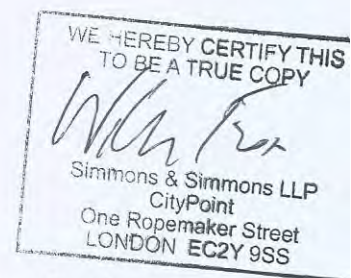
7. ORDER OF APPLICATION OF PROCEEDS

All monies received by the Lender or a Receiver in the exercise of any enforcement powers conferred by this debenture shall be applied:



- (a) first in paying all unpaid fees, costs and other liability incurred by or on behalf of the Lender (and any Receiver, attorney or agent appointed by it);
- (b) second in paying the remuneration of any Receiver (as agreed between him and the Lender);
- (c) third in or towards discharge of the Secured Liabilities in such order and manner as the Lender shall determine; and
- (d) finally in paying any surplus to the Borrower or any other person entitled to it.

Schedule 2 Further powers of Receiver



1. TO REALISE CHARGED PROPERTY

A Receiver may collect and get in the Charged Property in respect of which he is appointed or any part thereof and for that purpose make such demands and take any proceedings as may seem expedient and to take possession of the Charged Property with like rights.

2. TO DISPOSE OF CHARGED PROPERTY

A Receiver may grant options and licences over all or any part of the Charged Property, sell or concur in selling, assign or concur in assigning, lease or concur in leasing and accept or concur in accepting surrenders of leases of, all or any of the property of the Borrower in respect of which he is appointed in such manner and generally on such terms and conditions as he thinks fit (fixtures and plant and machinery may be severed and sold separately from the premises in which they are contained without the consent of the Borrower) and to carry any such sale, assignment, leasing or surrender into effect. Any such sale may be for such consideration as he shall think fit and he may promote or concur in promoting a company to purchase the property to be sold.

3. TO INSURE

A Receiver may, if he thinks fit, but without prejudice to the indemnity contained in clause 9, effect with any insurer any policy or policies of insurance either in lieu or satisfaction of, or in addition to, such insurance.

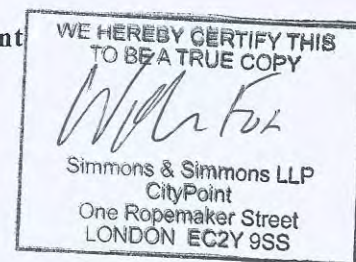
4. LAW OF PROPERTY ACT 1925

A Receiver may exercise all powers provided for in the Law of Property Act 1925 in the same way as if he had been duly appointed under that act and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986.

5. INCIDENTAL POWERS

A Receiver may do all such other acts and things as he may consider incidental or conducive to any of the matters or powers in this Schedule 2 or which he lawfully may or can do as agent for the Borrower.

Schedule 3 Renewable Energy Generating Equipment



Easton Community Centre

Make/model of modules: REC PE 260
Wattage of one module: 260
Number of modules: 91
Landscape/Portrait: Landscape
Mounting: On Roof
Inverter: SolarEdge SE 25kW P600 optimisers
PV ARRAY SIZE, kWp: 23.660

Brentry Childrens Centre

Make/model of modules: REC260PE
Wattage of one module: 260
Number of modules: 51
Landscape/Portrait: Landscape
Mounting: On Roof
Inverter: Solaredge SE12.5K inverter, 51 x P300 optimisers
PV ARRAY SIZE: 13.30 kWp

Coniston Community Centre

Make/model of modules: Jinko 250W poly Solaredge
Wattage of one module: 250
Number of modules: 80
Landscape/Portrait: Landscape
Mounting: On Roof
Inverter: 1 x Solaredge SE1 7K inverter
PV ARRAY SIZE: 20.00 kWp

ACTA Theatre Company

Make/model of modules: Trina Honey 265W
Wattage of one module: 265
Number of modules: 84
Landscape/Portrait: Landscape
Mounting: On Roof
Inverter: 1 x Solaredge SE25K inverter, 42 x P600 optimisers
PV ARRAY SIZE: 22.70 kWp

Wick Sports Ground

Make/model of modules: SolarWorld SunModule Plus

Wattage of one module: 285

Number of modules: 96

Landscape/Portrait: Landscape

Mounting: On Roof

Inverter: 1 x Solaredge SE27600 inverter, 48 x P600 optimisers

PV ARRAY SIZE: 27.36 kWp

The Architecture Centre

Make/model of modules: Solarworld 265W mono panels

Wattage of one module: 265

Number of modules: 15

Landscape/Portrait: Landscape

Mounting: On Roof

Inverter: 1 x Solaredge SE4000-16A inverter, 15 x P300 optimisers

PV ARRAY SIZE: 3.98kWp



Schedule 4 – Mortgaged Property

Lease 5/8/16 between (1) Bristol Community Energy Limited and (2) ACTA Community Theatre to be registered out of freehold title number BL118811.

and

Lease 23/6/16 between (1) Bristol Community Energy Limited and (3) Coniston Community Association to be registered out of freehold title number GR269735.

and

Lease 14/1/16 between (1) Bristol Community Energy Limited and (4) Brentry & Henbury Children's Centre to be registered out of freehold title number BL110604.

and

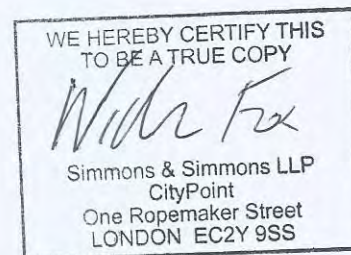
Lease 10/1/16 between (1) Bristol Community Energy Limited and (5) Easton Community Centre to be registered out of freehold title number BL13822.

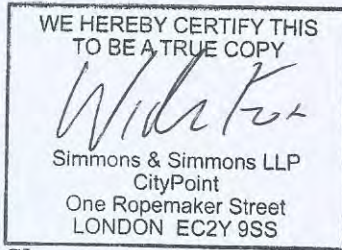
and

Lease 12/8/16 between (1) Bristol Community Energy Limited and (6) Wick Sports Ground, unregistered land at address Wick Sports Ground, Oldbury Land, Wick, BS30 5RJ.

and

Lease 22/09/16 between (1) Bristol Community Energy Limited and (7) The Architecture Centre to be registered out of freehold title number BL 121909.





Schedule 5

Part 1

Notice to Counterparty

To: [TBC]

Copy: Pure Leapfrog

[Date]

Dear Sirs

Debenture dated [TBC] between [Company] (as Borrower) and Pure Leapfrog (the "Debenture")

This letter constitutes notice to you that under the Debenture, [Company] (the "Borrower") has assigned in favour of Pure Leapfrog ("PL") as first priority assignee all of its rights in respect of the Lease [dated] between [Company] and [TBC], and the Power Purchase Agreement [dated] between [Company] and [TBC] (the "Assigned Contracts").

As Borrower, we confirm that:

- (a) we will remain liable under the Assigned Contracts to perform all the obligations assumed by us under the Assigned Contracts; and
- (b) none of PL, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Assigned Contracts.

We will also remain entitled to exercise all of our rights under the Assigned Contracts and you should continue to give notice under the Assigned Contracts to us and to direct payments under the Assigned Contracts to us, unless and until you receive notice from PL to the contrary stating that the security has become enforceable. In this event, all of our rights will be exercisable by, and notices must be given to, PL or as it directs.

Please note that we have agreed that we will not amend or waive any term of or terminate any of the Assigned Contracts without the prior consent of PL.

The instructions in this letter may not be revoked or amended without the prior written consent of PL.

Please send to PL at 29 Shand Street, London SE1 2ES with a copy to ourselves the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.

We acknowledge that you may comply with the instructions in this letter without any further permission from us and without any enquiry by you as to the justification for or validity of any request, notice or instruction.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

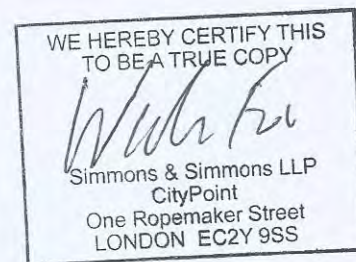
Yours faithfully

(Authorised signatory)

[]

For the Borrower

Part 2
Acknowledgement of Counterparty



To: PURE LEAPFROG

Copy: [Company]

[Date]

Dear Sirs

Debenture dated [] between [Company] (as Borrower) and Pure Leapfrog (the “Debenture”)

We confirm receipt from Bristol Community Energy Limited (the “Borrower”) of a notice dated [] of an assignment on the terms of the Debenture of all of the Borrower’s rights in respect of the Lease [dated] between Bristol Community Energy Limited and [TBC], and the Power Purchase Agreement [dated] between Bristol Community Energy Limited and [TBC] (the “Assigned Contracts”).

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) have not received notice of the interest of any third party in any of the Assigned Contracts;
- (c) undertake to disclose to you without any reference to or further authority from the Borrower any information relating to any of the Assigned Contracts which you may at any time request;
- (d) undertake to notify you of any breach by the Borrower of any of the Assigned Contracts and, following such breach to allow you or any of the other Finance Parties referred to in the Debenture to remedy that breach; and
- (e) undertake not to amend or waive any term of or terminate any of the Assigned Contracts on request by the Borrower without your prior written consent.

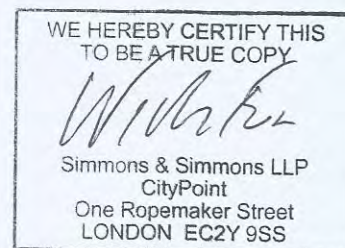
This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

(Authorised signatory)

[TBC]

Executed as a deed by Bristol Community
Energy Limited acting by



CHRISTOPHER SPEHLER
[NAME OF FIRST DIRECTOR]

and ANAY O'BRIEN
[NAME OF SECOND DIRECTOR OR
SECRETARY]

[Signature]
[SIGNATURE OF FIRST
DIRECTOR]

Director

[Signature]
[SIGNATURE OF SECOND
DIRECTOR OR SECRETARY]
[Director **OR** Secretary]

OR

Executed as a deed by Bristol Community
Energy Limited acting by

[NAME OF DIRECTOR]

.....
[SIGNATURE OF DIRECTOR]
Director

in the presence of:

.....
Name of witness

.....
Signature of witness

.....
.....
.....
Address of witness

.....
Occupation of witness

Executed as a deed by PURE LEAPFROG
acting by

[NAME OF FIRST DIRECTOR]

and _____

[NAME OF SECOND DIRECTOR OR
SECRETARY]

OR

Executed as a deed by PURE LEAPFROG
acting by

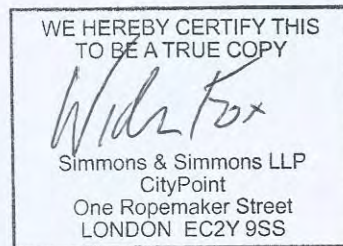
S. KIRKLAND
[NAME OF DIRECTOR]

in the presence of:

Aoife Foley
Name of witness

34 Park Hill
London
SW4 9PB
Address of witness

Accountant
Occupation of witness



.....
[SIGNATURE OF FIRST
DIRECTOR]

Director

.....
[SIGNATURE OF SECOND
DIRECTOR OR SECRETARY]

[Director **OR** Secretary]

S. Kirkland
[SIGNATURE OF DIRECTOR]
Director

Aoife Foley
S. Kirkland
Signature of witness

1

Details of charges

Society or credit union details

1.1 Society or credit union details

Register number	IP31313R
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Details of charges (fixed or floating)

1.2 What are you applying to record or register?

- | | |
|--|-----------------------------|
| <input checked="" type="checkbox"/> Recording a charge | ▶ Continue to question 1.3 |
| <input type="checkbox"/> Registering a floating charge (Scottish societies only) | ▶ Continue to question 1.3 |
| <input type="checkbox"/> Complete satisfaction of a charge | ▶ Continue to question 1.8 |
| <input type="checkbox"/> Partial satisfaction of a charge | ▶ Continue to question 1.11 |
| <input type="checkbox"/> Release of a charge | ▶ Continue to question 1.14 |

Recording/registering a charge (fixed or floating)

1.3 Names of the parties the charge is made between

Name	Pure Leapfrog
Name	Bristol Community Energy Limited
Name	
Name	

1.4 Date of Instrument (dd/mm/yyyy)

2	8	/	0	6	/	2	0	1	7
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1.5 You must confirm that a certified copy of the charge is attached

This must be certified with an original signature

☒ Yes

1.6 Are you submitting this charge outside the 21 day time limit?


☒ No

☐ Yes ▶ Give the reasons why below

--

Signature**1.7 This must be signed by one of the following:**

- the Secretary of the society or credit union; or
- a Solicitor acting on behalf of the society or credit union; or
- a person interested in the charge on behalf of the society or credit union.

Signature	
Full name and address of signatory	Andy O'Brien, Bristol Energy Coop, Happy City, Canningford House, 38 Victoria St, Bristol BS1 6BY
Position or capacity acting	Co-Director
Date	28th June 2017

End of form

Complete satisfaction of charge (fixed or floating)**1.8 Date the charge was satisfied (dd/mm/yyyy)**

			/				/				
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1.9 You must confirm that you have attached a copy of both the original acknowledgment certificate and the first page of the charge☐ Yes**1.10 Give details below of the property no longer charged, e.g. address**

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Continue to question 1.17

Partial satisfaction of charge (fixed or floating)**1.11 Date the charge was partially satisfied (dd/mm/yyyy)**

			/				/				
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1.12 You must confirm that you have attached a copy of both the original acknowledgment certificate and the first page of the charge☐ Yes