



Registration of a Charge

Company name: **MTS HATCHLANDS SOLAR LTD**

Company number: **08122931**



X4J2B8IH

Received for Electronic Filing: **29/10/2015**

Details of Charge

Date of creation: **22/10/2015**

Charge code: **0812 2931 0004**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC AS TRUSTEE**

Brief description: **LAND AT HARBERTON, TOTNES KNOWN AS HATCHLANDS FARM -
TITLE NO.: DN629901.**

Contains fixed charge(s).

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: 8122931

Charge code: 0812 2931 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd October 2015 and created by MTS HATCHLANDS SOLAR LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th October 2015 .

Given at Companies House, Cardiff on 30th October 2015

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**



Mortgage

The persons listed in Schedule 1
as Chargor

and

The Royal Bank Of Scotland Plc
as Security Trustee

22 October

2015

THIS DEED is made on *22 October* 2015

BETWEEN:

- (1) **THE PERSONS** listed in schedule 1 (the "**Chargors**"); and
- (2) **THE ROYAL BANK OF SCOTLAND 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 Facility Agreement).

BACKGROUND:

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

In this Deed:

"Mortgaged Property" means:

- (a) the leasehold property of a Chargor 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. LEGAL CHARGE

Each 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 its Mortgaged Property.

3. 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 each Chargor is disposing of its 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**

Each 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 its 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

Details of Mortgaged Property

Chargor	Registered number	Description of Property	Title Number
MTS Hatchlands Solar Limited	08122931	Land at Harberton, Totnes known as Hatchlands Farm	DN629901
Lovedean Limited (Formerly Lightsource SPV 64 Limited)	07984502	Land at Lovedean Farm Lovedean Waterloooville Portsmouth PO8 9RY	SH37159
MSP Tregassow Limited	08044706	Land at Tregassow Farm, Truro	CL296028
Chittering Solar Two Limited	08286179	Land at Radical Farm, Chittering, Cambridge	CB376376

EXECUTION PAGES (LEGAL MORTGAGE)

THE CHARGORS

Executed as a deed)
by **MTS HATCHLANDS SOLAR LIMITED**)
in the presence of:)

Signature

Signature of witness

Name of witness

Address of witness

.....
Anita Oluyede
Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS
.....
.....

Occupation of witness

Executed as a deed)
by **LOVEDEAN LIMITED**)
in the presence of:)

Signature

Signature of witness

Name of witness

Address of witness

.....
Anita Oluyede
Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS
.....
.....

Occupation of witness

Executed as a deed)
By **MSP TREGASSOW LIMITED**)
in the presence of:)

Signature

Signature of witness

Name of witness

Address of witness

.....
Anita Oluyede

.....
Dentons UKMEA LLP

.....
One Fleet Place

.....
London EC4M 7WS

Occupation of witness

Executed as a deed)
by **CHITTERING SOLAR TWO LIMITED**)
in the presence of:)

Signature

Signature of witness

Name of witness

Address of witness

.....
Anita Oluyede

.....
Dentons UKMEA LLP

.....
One Fleet Place

.....
London EC4M 7WS

Occupation of witness

THE SECURITY TRUSTEE

Executed as a deed)
by)
for and on behalf of **THE ROYAL BANK**)
OF SCOTLAND PLC:)