



Registration of a Charge

Company name: **THE HOLLIES SOLAR FARM LIMITED**

Company number: **08293697**



X4HTXIPV

Received for Electronic Filing: **12/10/2015**

Details of Charge

Date of creation: **02/10/2015**

Charge code: **0829 3697 0002**

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

Brief description: **LAND AT THE HOLLIES, HIGH LANE, CROFT END, SKEGNESS,
LINCOLNSHIRE - TITLE NO.: LL340011.**

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: 8293697

Charge code: 0829 3697 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd October 2015 and created by THE HOLLIES SOLAR FARM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th October 2015 .

Given at Companies House, Cardiff on 13th 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



EXECUTION VERSION

Mortgage

The persons listed in Schedule 1
as Chargor

and

The Royal Bank Of Scotland Plc
as Security Trustee

2 October 2015

THIS DEED is made on 2 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 **Error! Reference source not found.** (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
Bentley Solar Limited (formerly Lightsource SPV 71 Limited)	07985112	Land at airspace, Bentley Motors Ltd, Pym's Lane, Crewe, CW1 3PL	CH620231
Bratton Fleming Limited	07593534	Land on the south side of Grange Hill, Bratton Fleming, Barnstaple	DN629396
Clann Farm Limited (formerly Lightsource SPV 24 Limited)	07743735	Land at Clann Farm, Clann Lane, Bodmin, Cornwall PL30 5HD	CL308221
MSP Decoy Limited	08044648	Land at Decoy Farm Albingbourne Chichester	WSX360195
Drapers Farm Limited (formerly Lightsource SPV 16 Limited)	07743534	Land at Drapers Farm Milch Hill Lane Great Leighs Chelmsford CM3 1QF	EX898398
TGC Solar 83 Limited	07516164	Land lying to the south west of Hazard Farm, Harberton, Totnes	DN641459
Luminance Solar Limited	07918787	Land on the west side of Grampound Road, Ladock, Truro	CL297269
The Hollies Solar Farm Limited	08293697	Land at The Hollies, High Lane, Croft End, Skegness, Lincolnshire	LL340011
Lenham Solar Limited (formerly KS SPV 7 Limited)	07404688	Land at the east side of Boughton Road, Sandway, Maidstone	TT13772
Pitts Farm Limited (formerly Lightsource SPV 3 Limited)	07738741	Land at Pitts Farm, Chilcote Lane, Chilcote, Wells	WS67860
MSP Strete Limited	08044785	Land on the west side of Turkey Lane, Wimple, Exeter	DN630852
Week Farm 2 Limited (formerly Lightsource SPV 59 Limited)	07957048	Land at Week Farm, Torrington EX38 7HU	DN642517
Westwood Solar Limited (formerly Malakbel SPV 1 Limited)	08971896	Land on the west side of Farley Radio Station, Ollerton Road, Tuxford,	NT510337

Newark

Whiddon Farm Limited
(formerly Lightsource SPV 7
Limited)

07738789

Land at Whiddon Farm, DN629248
Ashwater, Beaworthy

EXECUTION PAGES (LEGAL MORTGAGE)

THE CHARGORS

Executed as a deed
by **BENTLEY SOLAR LIMITED**
in the presence of:

Signature

Signature of witness

Name of witness

Address of witness

Occupation of witness

Georgia Kirkwood
DENTONS UKMEA LLP
ONE FLEET PLACE
LONDON EC4M 7WS
T +44 (0) 7242 1212

Executed as a deed
by **BRATTON FLEMING LIMITED**
in the presence of:

Signature

Signature of witness

Name of witness

Address of witness

Occupation of witness

Georgia Kirkwood
DENTONS UKMEA LLP
ONE FLEET PLACE
LONDON EC4M 7WS
T +44 (0) 7242 1212

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

Signature

Signature of witness

Name of witness

Address of witness

Georgia Kirkwood
DENTONS UKMEA LLP
ONE FLEET PLACE
LONDON EC4M 7WS
T +44 (0) 7242 1212

Occupation of witness

Executed as a deed)
by **MSP DECOY LTD**)
in the presence of:)

Signature

Signature of witness

Name of witness

Address of witness

Georgia Kirkwood
DENTONS UKMEA LLP
ONE FLEET PLACE
LONDON EC4M 7WS
T +44 (0) 7242 1212

Occupation of witness

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

Signature

Signature of witness

Name of witness

Address of witness

Georgia Kirkwood
DENTONS UKMEA LLP
ONE FLEET PLACE
LONDON EC4M 7WS
T +44 (0) 7242 1212

Occupation of witness

Executed as a deed
by **TGC SOLAR 83 LIMITED**
in the presence of:

Signature

Signature of witness

Name of witness

Address of witness

Occupation of witness

Executed as a deed
by **LUMINANCE SOLAR LIMITED**
in the presence of:

Signature

Signature of witness

Name of witness

Address of witness

Occupation of witness

Executed as a deed
by **THE HOLLIES SOLAR FARM LIMITED**
in the presence of:

Signature

Signature of witness

Name of witness

Address of witness

Occupation of witness

Georgia Kirkwood

DENTONS UKMEA LLP
ONE FLEET PLACE
LONDON EC4M 7WS
T +44 (0) 7242 1212

Georgia Kirkwood

DENTONS UKMEA LLP
ONE FLEET PLACE
LONDON EC4M 7WS
T +44 (0) 7242 1212

Georgia Kirkwood

DENTONS UKMEA LLP
ONE FLEET PLACE
LONDON EC4M 7WS
T +44 (0) 7242 1212

Executed as a deed
by **LENHAM SOLAR LIMITED**
in the presence of:

)
)
)

Signature

Signature of witness

Name of witness

Address of witness

.....
Georgia Kirkwood
.....
DENTONS UKMEA LLP
ONE FLEET PLACE
LONDON EC4M 7WS
T +44 (0) 7242 1212
.....

Occupation of witness

Executed as a deed
by **PITTS FARM LIMITED**
in the presence of:

)
)
)

Signature

Signature of witness

Name of witness

Address of witness

.....
Georgia Kirkwood
.....
DENTONS UKMEA LLP
ONE FLEET PLACE
LONDON EC4M 7WS
T +44 (0) 7242 1212
.....

Occupation of witness

Executed as a deed
by **MSP STRETE LTD**
in the presence of:

)
)
)

Signature

Signature of witness

Name of witness

Address of witness

.....
Georgia Kirkwood
.....
DENTONS UKMEA LLP
ONE FLEET PLACE
LONDON EC4M 7WS
T +44 (0) 7242 1212
.....

Occupation of witness

Executed as a deed)
by **WEEK FARM 2 LIMITED**)
in the presence of:)

Signature

Signature of witness

Name of witness

Address of witness

.....
Georgia Kirkwood
.....

.....
DENTONS UKMEA LLP
ONE FLEET PLACE
LONDON EC4M 7WS
T +44 (0) 7242 1212
.....

Occupation of witness

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

Signature

Signature of witness

Name of witness

Address of witness

.....
Georgia Kirkwood
.....

.....
DENTONS UKMEA LLP
ONE FLEET PLACE
LONDON EC4M 7WS
T +44 (0) 7242 1212
.....

Occupation of witness

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

Signature

Signature of witness

Name of witness

Address of witness

.....
Georgia Kirkwood
.....

.....
DENTONS UKMEA LLP
ONE FLEET PLACE
LONDON EC4M 7WS
T +44 (0) 7242 1212
.....

Occupation of witness

THE SECURITY TRUSTEE

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