



Registration of a Charge

Company name: **WATERLOO SOLAR PARK LIMITED**

Company number: **08413608**



X4G0IS82

Received for Electronic Filing: **15/09/2015**

Details of Charge

Date of creation: **07/09/2015**

Charge code: **0841 3608 0006**

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

Brief description: **LAND AT WATERLOO FARM, SANDY, BEDFORDSHIRE, SG19 2JU -
TITLE NOS.: BD298016 AND BD298017; LAND AT EVERTON, SANDY,
BEDFORDSHIRE - TITLE NO.: BD298035.**

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: 8413608

Charge code: 0841 3608 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th September 2015 and created by WATERLOO SOLAR PARK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th September 2015 .

Given at Companies House, Cardiff on 16th September 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

7 September 2015

THIS DEED is made on 7 September 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
Avenue Solar Farm Limited (formerly Lightsource SPV 15 Limited)	(07743555)	Avenue Farm, Back Road, Yelverton, Norwich NR14 7PL	NK443962
Bryn Yr Odyn Solar Developments Limited	(08466643)	land at Bryn Yr Odyn Solar Park, Gwalchmai, Anglesey, LL62 5DE	CYM636033
Chisbon Solar Farm Limited	(08674482)	land at Frowick Lane, Chisbon Heath, St Osyth, Clacton-On-Sea	EX911435
Eakring Limited (Formerly Lightsource SPV 30 Limited)	(07743815)	land at North Laithes Farm, Eakring, Nottinghamshire NG22 0AN	NT512162
WSE Hullavington Limited	(07593703)	Land at Hill Hayes Lane, Hullavington, Chippenham	WT317143
Littleton Solar Farm Limited (Formerly Lightsource SPV 125 Limited)	(08762484)	Land at Littleton Farm, Blandford St. Mary, Dorset DT11 9NB	DT412018
Melbourn Solar Limited (Formerly Lightsource SPV 107 Limited)	(08752596)	Black Peak Farm, Fowlmere, Melbourn, Cambridgeshire	CB396610
Melbourn Solar Limited (Formerly Lightsource SPV 107 Limited)	(08752596)	Munceys Farm, Melbourn, Royston, Hertfordshire SG8 6DJ	CB396814
Melbourn Solar Limited (Formerly Lightsource SPV 107 Limited)	(08752596)	Munceys Farm, Melbourn, Royston, Hertfordshire SG8 6DJ	CB400499
Melbourn Solar Limited (Formerly Lightsource SPV 107 Limited)	(08752596)	Land lying to the west of Royston Road Melbourn, Royston.	CB395641
Haymaker (Natewood) Limited	(08694983)	Natewood Farm, Polegate Road, Hailsham BN27 3PH	ESX362778
Haymaker (Oaklands) Limited	(08596462)	Land at Oaklands Farm, Hothfield, Kent	TT30315

Parciau Limited (Formerly KS SPV 28 Limited)	(08185942)	land at Parciau Farm, Griffins Crossing, Caernarfon LL55 1TS	CYM635572
Pitchford (Condoover Airfield & Stockbatch) Limited (Formerly Lightsource SPV 103 Limited)	(08751648)	Land on the East side of Berriewood Lane, Ryton, Dorrington, Shrewsbury	SL231321
Pitchford (Condoover Airfield & Stockbatch) Limited (Formerly Lightsource SPV 103 Limited)	(08751648)	the Solar Farm at Candover, Pitchford, Shropshire SY5 7DH	SL234136
Pitchford (Condoover Airfield & Stockbatch) Limited (Formerly Lightsource SPV 103 Limited)	(08751648)	Land known as Solar Farm at Stockbatch Farm, Pitchford, Shropshire, SY5 7DS	SL231323
Singrug Limited (Formerly KS SPV 50 Limited)	(08622244)	Land at Cwm Cae Singrug Farm, Mynyddislwyn, Blackwood, NP12 2BG	CYM635475
Six Hills Lane (Ragdale) Limited (Formerly Lightsource SPV 102 Limited)	(08751578)	Land at Six Hills Lane, Six Hills, Melton Mowbray	LT465957
Thoresby Estate (Budby) Limited (Formerly Lightsource SPV 129 Limited)	(08762553)	Thoresby Estate, Newark, Nottinghamshire, NG22 9EX	NT508050
Waterloo Solar Park Limited	(08413608)	land at Land at Waterloo Farm, Sandy, Bedfordshire SG19 2JU	BD298016
Waterloo Solar Park Limited	(08413608)	Land at Waterloo Farm, Sandy, Bedfordshire SG19 2JU	BD298017
Waterloo Solar Park Limited	(08413608)	Land at Everton, Sandy, Bedfordshire	BD298035
Orta Wedgehill Solar Limited	(08569853)	Land at Wedgehill Farm, Woodlands, Wimborne BH21 8LX	DT411611
Westerfield Solar Limited (Formerly Lightsource SPV 45)	(07957094)	Land at Foxbury Farm, Brize Norton, Oxford OX18 3NX	ON317336

Limited)

Wincelle Solar Limited
(Formerly S.E. Solar
(2) Limited)

(08265789)

Wiggin Hill Farm, Old CB396042
Ramsey Road, St Ives PE27
3LL

EXECUTION PAGES (LEGAL MORTGAGE)

THE CHARGORS

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

Signature
Signature of witness
Name of witness *Nicholas Szmejin*
Address of witness
Ashurst LLP
Broadwalk House
5 Appold Street
London EC2A 2HA
.....
Occupation of witness

Executed as a deed)
by **BRYN YR ODYN SOLAR DEVELOPMENTS**)
LIMITED)
in the presence of:

Signature
Signature of witness
Name of witness *Nicholas Szmejin*
Address of witness
Ashurst LLP
Broadwalk House
5 Appold Street
London EC2A 2HA
.....
Occupation of witness

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

Signature
Signature of witness
Name of witness *Nicholas Szmigin*
Address of witness
Ashurst LLP
Broadwalk House
5 Appold Street
London EC2A 2HA
Occupation of witness
.....

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

Signature
Signature of witness
Name of witness *Nicholas Szmigin*
Address of witness
Ashurst LLP
Broadwalk House
5 Appold Street
London EC2A 2HA
Occupation of witness
.....

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

Signature
Signature of witness
Name of witness *Nicholas Szmagi*
Address of witness **Ashurst LLP**
..... **Broadwalk House**
..... **5 Appold Street**
..... **London EC2A 2HA**
Occupation of witness /

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

Signature
Signature of witness
Name of witness *Nicholas Szmagi*
Address of witness **Ashurst LLP**
..... **Broadwalk House**
..... **5 Appold Street**
..... **London EC2A 2HA**
Occupation of witness /

Executed as a deed)
By **MELBOURN SOLAR LIMITED**)
in the presence of:)

Signature

Signature of witness

Name of witness *Nicholas Szmirin*

Address of witness *Ashurst LLP*
..... *Broadwalk House*
..... *5 Appold Street*
..... *London EC2A 2HA*

Occupation of witness

Executed as a deed)
by **HAYMAKER (NATEWOOD) LIMITED**)
in the presence of:)

Signature

Signature of witness

Name of witness *Nicholas Szmirin*

Address of witness *Ashurst LLP*
..... *Broadwalk House*
..... *5 Appold Street*
..... *London EC2A 2HA*

Occupation of witness

Executed as a deed)
by **HAYMAKER (OAKLANDS) LIMITED**)
in the presence of:)

Signature
Signature of witness
Name of witness Nicholas Szmeigun
Address of witness Ashurst LLP
Broadwalk House
5 Appold Street
London EC2A 2HA
Occupation of witness

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

Signature
Signature of witness
Name of witness Nicholas Szmeigun
Address of witness Ashurst LLP
Broadwalk House
5 Appold Street
London EC2A 2HA
Occupation of witness

Executed as a deed)
by **PITCHFORD (CONDOVER AIRFIELD &**)
STOCKBATCH) LIMITED)
in the presence of:

Signature
Signature of witness
Name of witness *Nicholas Szmirin*
Address of witness *Ashurst LLP*
Broadwalk House
5 Appold Street
LONDON EC2A 2HA
Occupation of witness

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

Signature
Signature of witness
Name of witness *Nicholas Szmirin*
Address of witness *Ashurst LLP*
Broadwalk House
5 Appold Street
LONDON EC2A 2HA
Occupation of witness

Executed as a deed)
by **SIX HILLS LANE (RAGDALE) LIMITED**)
in the presence of:)

Signature
Signature of witness
Name of witness *Nicholas Szancin*
Address of witness **Ashurst LLP**
..... **Broadwalk House**
..... **5 Appold Street**
..... **London EC2A 2HA**
Occupation of witness

Executed as a deed)
by **THORESBY ESTATE (BUDBY) LIMITED**)
in the presence of:)

Signature
Signature of witness
Name of witness *Nicholas Szancin*
Address of witness **Ashurst LLP**
..... **Broadwalk House**
..... **5 Appold Street**
..... **London EC2A 2HA**
Occupation of witness

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

Signature
Signature of witness
Name of witness *Nicholas Szmirin*
Address of witness Ashurst LLP
Broadwalk House
5 Appold Street
London EC2A 2HA
Occupation of witness

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

Signature
Signature of witness
Name of witness *Nicholas Szmirin*
Address of witness Ashurst LLP
Broadwalk House
5 Appold Street
London EC2A 2HA
Occupation of witness

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

Signature
Signature of witness
Name of witness Nicholas Szmirgin
Address of witness Ashurst LLP
Broadwalk House
5 Appold Street
London EC2A 2HA
Occupation of witness

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

Signature
Signature of witness
Name of witness Nicholas Szmirgin
Address of witness Ashurst LLP
Broadwalk House
5 Appold Street
London EC2A 2HA
Occupation of witness

THE SECURITY TRUSTEE

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