



Registration of a Charge

Company name: **ALBRIGHTON SOLAR FARM LTD**

Company number: **08976103**



X63A29NM

Received for Electronic Filing: **30/03/2017**

Details of Charge

Date of creation: **23/03/2017**

Charge code: **0897 6103 0001**

Persons entitled: **SANTANDER UK PLC AS SECURITY TRUSTEE**

Brief description: **LEASEHOLD LAND AT HARRIOTS HAYES FARM, HARRIOTS HAYES LANE, CODSALL WOOD, WOLVERHAMPTON - TITLE NO.: SL241674.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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:

ASHURST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8976103

Charge code: 0897 6103 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd March 2017 and created by ALBRIGHTON SOLAR FARM LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th March 2017 .

Given at Companies House, Cardiff on 31st March 2017

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

PROJECT COMPANY DEBENTURE ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on

23 March

2017

BETWEEN:

Ashurst LLP on behalf of all parties

- (1) **ALBRIGHTON SOLAR FARM LTD**, a company incorporated under the law of England and Wales with registration number 08976103, having its registered office at Unit 9 The Green, Easter Park, Benyon Road, Reading, England RG7 2PQ (in the process of being changed to Welken House, 10-11 Charterhouse Square, London, England, EC1M 6EH); and
- (2) **LUMINOUS ENERGY (CA) LIMITED**, a company incorporated under the laws of England and Wales with registration number 09326440, having its registered office at Unit 9 The Green, Easter Park, Benyon Road, Reading, England RG7 2PQ (in the process of being changed to Welken House, 10-11 Charterhouse Square, London, England, EC1M 6EH),

each a "**New Charging Company**"; and
- (3) **SANTANDER UK PLC** as security trustee for itself and the other Secured Parties (the "**Security Trustee**").

RECITAL:

This deed is supplemental to a debenture dated 1 February 2017 between, inter alia, the Charging Companies named therein and the Security Trustee, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**").

NOW THIS DEED WITNESSES as follows:

1. **INTERPRETATION**

1.1 **Definitions**

Terms defined in the Debenture have the same meaning when used in this deed.

1.2 **Construction**

Clause 1.2 (Construction) of the Debenture will be deemed to be set out in full in this deed, but as if references in that clause to the Debenture were references to this deed.

2. **ACCESSION OF NEW CHARGING COMPANY**

2.1 **Accession**

Each New Charging Company agrees to be a Charging Company for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company.

2.2 **Covenant to Pay**

- (a) Each New Charging Company as primary obligor covenants with the Security Trustee (for the benefit of itself and the other Secured Parties) that it will pay on demand the Secured Obligations when they fall due for payment in accordance with their terms.
- (b) Every payment by each New Charging Company, the Shareholder or another Obligor of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the

Finance Document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in clause 2.2(a).

2.3 Fixed Charges

Each New Charging Company, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Trustee with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of first legal mortgage, all Property (including as specified in schedule 1 (Property)); and
- (b) by way of first fixed charge:
 - (i) all other interests (not effectively charged under clause 2.3(a)) in the Property;
 - (ii) all Investments ;
 - (iii) all Equipment;
 - (iv) all Book Debts;
 - (v) all Collection Accounts, all Operating Accounts (including as specified in schedule 2) and any other Bank Accounts;
 - (vi) the benefit of all Authorisations and all other consents and agreements held by it in connection with the use of any of its assets;
 - (vii) all Intellectual Property;
 - (viii) its goodwill and uncalled capital; and
 - (ix) to the extent not effectively assigned by clause 2.4 (Security Assignment):
 - (A) the Assigned Agreements; and
 - (B) the Insurances.

2.4 Security Assignment

As further security for the payment and discharge of the Secured Obligations, each New Charging Company assigns absolutely with full title guarantee in favour of the Security Trustee all its right, title and interest in the following assets and, in each case, all Related Rights:

- (a) the Assigned Agreements (including as specified in schedule 3 (Assigned Agreements)); and
- (b) the Insurances,

provided that on payment or discharge in full of the Secured Obligations the Security Trustee will at the request and cost of each New Charging Company re-assign the relevant rights, title and interest in the assigned assets to each New Charging Company (or as it shall direct).

2.5 Fixed Security

Clause 2.3 (Fixed Charges) and clause 2.4 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

2.6 Floating Charge

As further security for the payment and discharge of the Secured Obligations, each New Charging Company charges with full title guarantee in favour of the Security Trustee by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) or assigned under clause 2.4 (Security Assignment).

3. INCORPORATION INTO DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed.

4. NOTICES

The New Charging Company confirms that its address details for notices in relation to Clause 39 (Notices) of the Common Terms Agreement are as follows:

Address: Welken House, 10-11 Charterhouse Square, London EC1M 6EH
E-mail: solaraccounts@equitix.co.uk
Fax No.: 020 7250 7330
Attention: Kirti Shah

With a copy to:

Address: Welken House, 10-11 Charterhouse Square, London EC1M 6EH
E-mail: abhuwania@equitix.co.uk
Fax No.: 020 7250 7330
Attention: Achal Bhuvania

5. LAW

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law.

IN WITNESS whereof this deed has been duly executed and delivered on the date first above written.

SCHEDULE 1

Freehold and Leasehold Property

Charging Company	Details of property
Albrighton Solar Farm Ltd	In respect of the Albrighton Solar Park, the lease relating to land at Harriots Hayes Farm, Harriots Hayes Lane, Codsall Wood, Wolverhampton WV8 1RQ dated 12 August 2016 between (1) Gilbert Vernon Brown and (2) Albrighton Solar Farm Ltd registered under title number SL241674
Luminous Energy (CA) Limited	In respect of the Radford Solar Park, the lease relating to land on the east side of Fosse Way, Radford Semele, Leamington Spa dated 19 September 2016 between (1) Lynda Mary Kirk Smith and Richard John Kirk Smith and (2) Luminous Energy (CA) Limited registered under title number WK486479

SCHEDULE 2

Collection Accounts and Operating Accounts

None as at the date of this deed.

SCHEDULE 3

Assigned Agreements

- (a) The power purchase agreement dated on or around the date of this deed between Albrighton Solar Farm Ltd and Statkraft Markets GmbH (the "**Albrighton PPA**").
- (b) The power purchase agreement dated on or around the date of this deed between Luminous Energy (CA) Limited and Statkraft Markets GmbH (the "**Radford PPA**").
- (c) The parent company guarantee in respect of the Albrighton PPA given by Statkraft AS dated on or around the date of this deed.
- (d) The parent company guarantee in respect of the Radford PPA given by Statkraft AS dated on or around the date of this deed.
- (e) The EPC contract between Albrighton Solar Farm Ltd and Anesco Limited dated 29 July 2016, as amended by a deed of amendment and restatement entered into on or about the date of this deed.
- (f) The EPC contract between Luminous Energy (CA) Limited and Anesco Limited dated 29 July 2016, as amended by a deed of amendment and restatement entered into on or about the date of this deed.
- (g) The operation and maintenance agreement between Albrighton Solar Farm Ltd and Anesco Limited dated 29 July 2016, as amended by a deed of amendment and restatement entered into on or about the date of this deed.
- (h) The operation and maintenance agreement between Luminous Energy (CA) Limited and Anesco Limited dated 29 July 2016, as amended by a deed of amendment and restatement entered into on or about the date of this deed.
- (i) The grid connection contract dated 23 February 2017 between Albrighton Solar Farm Ltd and Western Power Distribution (West Midlands) plc.
- (j) The grid connection contract dated 16 February 2017 between Luminous Energy (CA) Limited and Western Power Distribution (East Midlands) plc.
- (k) The asset management agreement entered into on or about the date of this deed between Albrighton Solar Farm Ltd and Equitix Management Services Limited.
- (l) The asset management agreement entered into on or about the date of this deed between Luminous Energy (CA) Limited and Equitix Management Services Limited.
- (m) The cash pooling loan agreement dated the date of Financial Close to which the New Charging Companies acceded on or about the date of this deed.
- (n) The short term power purchase agreement dated 17 January 2017 between Albrighton Solar Farm Ltd and Statkraft Markets GmbH.
- (o) The short term power purchase agreement dated 17 January 2017 between Luminous Energy (CA) Limited and Statkraft Markets GmbH.
- (p) The PV mounting warranty dated 3 October 2016 from Hill & Smith Solar Limited in favour of Albrighton Solar Farm Ltd.
- (q) The steel mounting structure warranty dated 23 February 2017 from Hill & Smith Solar Limited in favour of Albrighton Solar Farm Ltd.

- (r) The PV module warranty dated 30 November 2016 from Changzhou Trina Solar Energy Co. Ltd. in favour of Albrighton Solar Farm Ltd.
- (s) The brand models warranties dated 1 April 2016 from Changzhou Trina Solar Energy Co. Ltd. in favour of Albrighton Solar Farm Ltd.
- (t) The switchgear warranty dated 14 September 2016 from Knight Electrical Switchgear Limited in favour of Albrighton Solar Farm Ltd.
- (u) The inverter warranty dated 13 January 2017 from Huawei Technologies (UK) Co., Ltd originally in favour of Anesco Limited and assigned to Albrighton Solar Farm Ltd on 24 January 2017.
- (v) The transformer warranty dated 28 September 2016 Slaters Electricals Limited in favour of Albrighton Solar Farm Ltd.
- (w) The perimeter protection system warranty dated 14 September 2016 from CIA Fire and Security Ltd in favour of Albrighton Solar Farm Ltd.
- (x) The PV mounting system warranty dated 5 January 2017 from Hill & Smith Solar Limited in favour of Luminous Energy (CA) Limited.
- (y) PV module warranty dated 1 April 2016 from Changzhou Trina Solar Energy Co. Ltd. in favour of Rochester 006 Limited, assigned to Luminous Energy (CA) Limited on or about the date of this deed.
- (z) The switchgear warranty dated 14 September 2016 from Knight Electrical Switchgear Limited in favour of Luminous Energy (CA) Limited.
- (aa) The inverter warranty dated 13 January 2017 from Huawei Technologies (UK) Co., Ltd originally in favour of Anesco Limited and assigned to Luminous Energy (CA) Limited on 24 January 2017.
- (bb) The transformer warranty dated 28 September 2016 Slaters Electricals Limited in favour of Luminous Energy (CA) Limited.
- (cc) The security system warranty dated 9 September 2016 from Croma Security Solutions Limited in favour of Luminous Energy (CA) Limited.

SIGNATORIES TO DEED OF ACCESSION

New Charging Company

Executed as a deed by)
for and on behalf of)
ALBRIGHTON SOLAR FARM LTD)
acting by:)

Signature of director

Name of director

ACHAL BHUWANIA

Signature of witness

Name of witness

RUTH CANOLL

Address of witness

21A PIER WHarf

3 NOBLE STREET

LONDON, EC2V 7EE

Occupation of witness

Executed as a deed by)
for and on behalf of)
LUMINOUS ENERGY (CA) LIMITED)
acting by:)

Signature of director

Name of director

ACHAL BHUWANIA

Signature of witness

Name of witness

RUTH CANOLL

Address of witness

21A PIER WHarf

3 NOBLE STREET

LONDON, EC2V 7EE

Occupation of witness

Security Trustee

Executed as a deed by)
SANTANDER UK PLC)
acting by acting by two of its authorised)
attorneys:)

Signature of authorised attorney

Name authorised attorney

Signature of witness

Name of witness

Address of witness

Occupation of witness

Signature of authorised attorney

Name authorised attorney

Signature of witness

Name of witness

Address of witness

Occupation of witness