

105265/156

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

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Please see 'How to pay' on the
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☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is for**
You may not use this form to
register a charge when the
instrument is used for

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COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 09209362

Company name in full Anesco Berry Court Limited

For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 29/03/2016

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name ING Bank N V (as Security Trustee for the Secured Parties
(as defined in the instrument))

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4	Brief description	
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	
Brief description		<p>Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"</p> <p>Please limit the description to the available space</p>
5	Other charge or fixed security	
	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
8	Trustee statement ^①	
	<p>You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge</p> <p><input type="checkbox"/></p>	<p>① This statement may be filed after the registration of the charge (use form MR06)</p>
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X DLA Piper UK LLP X</p> <p>This form must be signed by a person with an interest in the charge</p>	

MRO1

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Jalil Kanm**

Company name **DLA Piper UK LLP**

Address **3 Noble Street**

Post town **London**

County/Region **London**

Postcode **E C 2 V 7 E E**

Country **United Kingdom**

DX **33866 Finsbury Square**

Telephone **0207 153 7189**



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following.

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'



Where to send

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For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9209362

Charge code: 0920 9362 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th March 2016 and created by ANESCO BERRY COURT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st April 2016

DX

Given at Companies House, Cardiff on 10th April 2016



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED 29 March 2016

(1) THE COMPANIES NAMED IN THIS DEED AS RELEVANT CHARGORS

- and -

(2) ING BANK N.V.
as Security Trustee

- and -

(3) ING BANK N.V.
as Agent

SUPPLEMENTAL ASSIGNMENT
supplemental to a Debenture dated 5 February 2016



I CERTIFY THAT SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 31 March 2016

SIGNED R. P. A.
DLA PIPER UK LLP

DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE
United Kingdom
Tel +44 (0) 8700 111 111
Fax +44 (0) 20 7796 6666

RP/RP/611056/651945/UKM/75125013 7

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THIS SUPPLEMENTAL ASSIGNMENT is made on 29 March 2016

BETWEEN

- (1) **THE COMPANIES LISTED IN SCHEDULE 1 TO THIS DEED** (together the "**Relevant Chargors**", each a "**Relevant Chargor**"),
- (2) **ING BANK N.V.** (as security trustee for the Secured Parties (as defined in the Debenture)) (in such capacity, the "**Security Trustee**"), and
- (3) **ING BANK N.V.** (as agent for the other Finance Parties (as defined in the Debenture)) (in such capacity, the "**Agent**")

BACKGROUND:

- A Pursuant to a facilities agreement dated 5 February 2016 made between the Borrower and, among other persons, ING Bank N V as Agent and Security Trustee, as amended from time to time (the "**Facilities Agreement**"), the Original Chargors have entered into a Debenture dated 5 February 2016 and as amended on 9 February 2016, in favour of the Security Trustee as trustee for the Secured Parties (as defined therein) as continuing security for the Secured Obligations (as defined therein) (the "**Debenture**")
- B The Relevant Chargors have been required by the Security Trustee to grant a security assignment over their rights under the Additional Relevant Contracts and under the Additional Insurances as further security for the Secured Obligations (as defined in the Debenture)

IT IS AGREED.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed

- (a) unless a contrary indication appears, words and expressions defined in the Debenture or the Facilities Agreement shall have the same meanings where used in this Deed, and

- (b) at all times the following terms have the following meanings

"**Additional Assigned Assets**" means all property and assets mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed

"**Additional Insurances**" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Relevant Chargor, or in which a Relevant Chargor from time to time has an interest including, without limitation the policies of insurance (if any) specified in part 2 of schedule 2 to this Deed

"**Additional Relevant Contracts**" means

- (a) each Connection Agreement,

- (b) each of the Manufacturer's Warranties,
- (c) each EPC Bond, and
- (d) each Adoption Agreement,

in each case specified in part 1 of schedule 2 to this deed, together with each other agreement supplementing or amending or novating or replacing the same

1.2 Interpretation

- (a) Unless a contrary indication appears, any reference in this Deed to the "Relevant Chargors" or the "Security Trustee" shall be construed so as to include its successors in title, permitted assigns and permitted transferees
- (b) The principles of construction set out in clause 1.2 of the Debenture shall apply to this Deed, with any necessary changes, as if they were set out in full in this Deed

1.3 Joint and several

The liabilities and obligations of each Relevant Chargor under this Deed are joint and several. Each Relevant Chargor agrees to be bound by this Deed notwithstanding that any other Relevant Chargor which was intended to sign or be bound by this Deed did not so sign or is not bound by this Deed.

1.4 Incorporation of provisions

Clauses 14 (*Inconsistency between this Deed and the Security Trust Deed*) to 16 (*Third Party Rights*) inclusive, and clauses 25 (*Notices*), 29 (*Amendments and Waivers*) and 33 (*Enforcement*) of the Debenture are incorporated into this Deed, with any necessary changes and as if references in them to "this Deed" and "Party" or "Parties" therein were references to this Deed and to a Party or Parties under this Deed respectively, as if they were set out in full in this Deed.

2. GRANT OF SECURITY

2.1 Nature of security

All security and dispositions created or made by this Deed are created or made.

- (a) in favour of the Security Trustee,
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (c) as continuing security for payment of the Secured Obligations

2.2 Security assignments

Each Relevant Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) by way of security and with full title guarantee to the Security Trustee all of its present and future right, title and interest in, under and to

- (a) each Additional Relevant Contract to which it is a party, all rights and remedies in connection with those Additional Relevant Contracts and all proceeds and claims arising from them, and
- (b) all Additional Insurances and all claims under the Additional Insurances and all proceeds of the Insurances, and
- (c) all other Receivables in relation to the Additional Relevant Contracts or Additional Insurances to the extent not assigned under clauses 2.2(a) or 2.2(b))

To the extent that any Additional Assigned Asset is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Relevant Chargor to any proceeds of such Additional Relevant Contracts and Additional Insurances (as applicable)

2.3 Fixed charge

Each Relevant Chargor charges and agrees to charge all of its present and future right, title and interest in and to the Additional Assigned Assets which are at any time owned by it or in which it from time to time has an interest to the extent that any Additional Assigned Asset is not effectively assigned under clause 2.2 (*Security Assignments*), by way of first fixed charge

2.4 Notice of assignment

Promptly and in any event within 3 Business Days of execution of this Deed

- (a) each Relevant Chargor will, in respect of each Additional Relevant Contract to which it is a party, deliver a duly completed notice of assignment to each other party to that Additional Relevant Contract, and procure that each such party executes and delivers to the Security Trustee an acknowledgement, in each case in the respective forms set out in schedule 3 (*Form of notice to and acknowledgement by party to Additional Relevant Contract*) (or in such other form as the Security Trustee shall agree) within fourteen (14) days of the date of service of the completed notice on the relevant counterparty; and
- (b) each Relevant Chargor shall in respect of each of its Additional Insurances, deliver a duly completed notice of assignment to the provider of each such Additional Insurance and shall procure that each such person executes and delivers to the Security Trustee an acknowledgement, in each case in the respective forms set out in schedule 10 (*Project Insurances*) of the Facilities Agreement within fourteen (14) days of the date of service of the completed notice on the relevant insurer, or, in each case, in such other form as the Security Trustee shall agree

2.5 Assigned Assets

The Security Trustee is not obliged to take any steps necessary to preserve any Additional Assigned Asset, to enforce any term of an Additional Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed

2.6 Application of Debenture provisions

The security created by this Deed is created pursuant to the Debenture and

- (a) all references in the Debenture
 - (i) to the "Assigned Assets" include the Additional Assigned Assets,
 - (ii) to the "Security Assets" include the Additional Assigned Assets,
 - (iii) the "Relevant Contracts" include the Additional Relevant Contracts,
 - (iv) to the "Debenture Security" and "security" constituted by or pursuant to the Debenture (and similar or related expressions) include the security created by or pursuant to this Deed,
- (b) all provisions of the Debenture relating to
 - (i) the "Assigned Assets" apply to the Additional Assigned Assets,
 - (ii) the "Security Assets" apply to the Additional Assigned Assets,
 - (iii) the "Relevant Contracts" apply to the Additional Relevant Contracts, and
 - (iv) the "Debenture Security" and the "security" (including, without limitation, all covenants and obligations of the Original Chargors and all rights and powers of enforcement) apply to the security created by this Deed, and
- (c) without prejudice to the generality of clauses 2.6(a) and 2.6(b) above, clause 24 (*Miscellaneous*) of the Debenture shall have effect as if set out in full in this Deed as if references therein to the "security" were references to the security created by this Deed.

3. SUPPLEMENTAL DEED

3.1 Security Agreement

- (a) This Deed is supplemental to the Debenture
- (b) The Agent and the Borrower designate this Deed as a Transaction Security Document and a Finance Document
- (c) From the date of this Deed, the provisions of the Debenture and of this Deed shall be read and construed together as one deed and all references to the Debenture shall be deemed to incorporate the provisions and amendments contained in this Deed

3.2 Continuance in force

For the avoidance of doubt, the provisions of the Debenture and the other Finance Documents (as amended by and supplemented by this Deed) continue to apply and remain in full force and effect

3.3 Additional and separate security

This Deed is in addition to without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Trustee and/or any other Secured Party may at any time hold for any Secured Obligation.

4. REPRESENTATIONS AND WARRANTIES

On the date of this Deed, each Relevant Chargor hereby gives each of those representations and warranties given by it in clauses 31.2 (*Status*), 31.3 (*Binding obligations*), 31.4 (*Non-conflict with other obligations*), 31.5 (*Power and Authority*) and 31.8 (*Insolvency*) of the Facilities Agreement to the Security Trustee (for the benefit of the Secured Parties), as if such representations and warranties were set out in full in this Deed *mutatis mutandis*

5 COUNTERPARTS

This Deed may be executed in any number of counterparts, which, taken together, shall constitute one and the same document and any party may enter into this Deed by executing a counterpart.

6. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law

In witness whereof this Deed has been executed and delivered as a deed by each Relevant Chargor and the Security Trustee the day and year first above written.

SCHEDULE 1: RELEVANT CHARGORS

Chargor name	Registered number	Registered office
Sundance Acquisitions Limited	09880877	40 Gracechurch Street, London, EC3V 0BT
Anesco Berry Court Limited	09209362	40 Gracechurch Street, London, EC3V 0BT
Anesco Stud Farm Limited	09209991	40 Gracechurch Street, London, EC3V 0BT
Beeches Solar Limited	09635142	40 Gracechurch Street, London, EC3V 0BT
Brookside Solar Farm Limited	09635148	40 Gracechurch Street, London, EC3V 0BT
EBS Wymeswold Limited	09273660	40 Gracechurch Street, London, EC3V 0BT
Fell View Solar Limited	09035686	40 Gracechurch Street, London, EC3V 0BT
Grimsargh Solar Limited	07521321	40 Gracechurch Street, London, EC3V 0BT
Hermitage Solar Limited	09209721	40 Gracechurch Street, London, EC3V 0BT
Lincoln Skegness Solar Farm Limited	09234470	40 Gracechurch Street, London, EC3V 0BT
Sheep Shed Solar Limited	09634802	40 Gracechurch Street, London, EC3V 0BT
The Rushes Solar Limited	09635161	40 Gracechurch Street, London, EC3V 0BT

SCHEDULE 2: DETAILS OF THE ADDITIONAL ASSIGNED ASSETS

Part 1: ADDITIONAL RELEVANT CONTRACTS

Name of agreement	Parties	Date
1. Connection Agreements		
Connection Agreement	(1) Southern Electric Power Distribution PLC and (2) Anesco Berry Court Limited	5 January 2016
Connection Agreement	(1) Western Power Distribution (West Midlands) plc and (2) Beeches Solar Limited	15 March 2016
Connection Agreement	(1) Western Power Distribution (West Midlands) plc and (2) Brookside Solar Farm Limited	15 March 2016
Connection Agreement	(1) Western Power Distribution (East Midlands) plc and (2) EBS Wymeswold Limited	9 March 2016
Connection Agreement	(1) Electricity North West Limited and (2) Fell View Solar Limited	9 March 2016
Connection Agreement	(1) Electricity North West Limited and (2) Grimsargh Solar Limited	9 March 2016
Connection Agreement	(1) Southern Electric Power Distribution Plc and (2) Hermitage Solar Limited	21 March 2016
Connection Agreement	(1) Western Power Distribution (West Midlands) plc and (2) Sheep Shed Solar Limited	15 March 2016
Alternative Connection Agreement	(1) Western Power Distribution (East Midlands) plc and (2) Lincoln Skegness Solar Farm Limited	22 March 2016
Connection Agreement	(1) Western Power Distribution (West Midlands) plc and (2) The Rushes Solar Limited	15 March 2016

II. Manufacturer Warranties		
Warranty for PV Modules located at Drayton Manor Farm	From (1) Changzhou Trina Solar Energy Co., Ltd., in favour of (2) Beeches Solar Limited	
Warranty for the PV mounting system located at Drayton Manor Farm	From (1) Hill & Smith Limited, in favour of (2) Beeches Solar Limited	
Warranty for the 2No. Main Collector Panels and 39No. Sub Collector Panels located at Drayton Manor Farm	From (1) Knight Electrical Switchgear Limited, in favour of (2) Beeches Solar Limited	
Warranty for the PV mounting system located at Drayton Manor Farm	From (1) Hill & Smith Limited, in favour of (2) Brookside Solar Farm Limited	
Warranty for PV Modules located at Drayton Manor Farm	From (1) Changzhou Trina Solar Energy Co., Ltd., in favour of (2) Brookside Solar Farm Limited	
Warranty for the 2No. Main Collector Panels and 38No. 4 Way Sub Collectors located at Drayton Manor Farm	From (1) Knight Electrical Switchgear Limited, in favour of (2) Brookside Solar Farm Limited	
Warranty in relation to supply of cold rolled steel sections	From (1) Tata Steel UK Limited (TSUK),	

	in favour of (2) EBS Wymeswold Limited	
Warranty for the 1No. Feeder Pillar, 17No. Sub Collector Panels and site work to connect feeder pillar located at Wymeswold Solar Farm	From (1) Knight Electrical Switchgear Limited, in favour of (2) EBS Wymeswold Limited	
Warranty for PV Modules located at Wymeswold Solar Farm	From (1) Changzhou Trina Solar Energy Co., Ltd., in favour of (2) EBS Wymeswold Limited	
Warranty for the transformers located at Wymeswold Solar Farm	From (1) GBE S.p.A., in favour of (2) EBS Wymeswold Limited	
Warranty in relation to supply of cold rolled steel sections	From (1) Tata Steel UK Limited (TSUK), in favour of (2) Fell View Solar Limited	
Warranty for the 2No Main collector switch panels and 36No sub collector panels located at Fell View Farm	From (1) Knight Electrical Switchgear Limited, in favour of (2) Fell View Solar Limited	
Warranty for PV Modules located at Fell View Farm	From (1) Changzhou Trina Solar Energy Co., Ltd., in favour of (2) Fell View Solar Limited	

Warranty for the transformers located at Fell View Farm	From (1) GBE S p.A., in favour of (2) Fell View Solar Limited	
Warranty for REC Solar Modules located at Fell View Farm	From (1) REC Solar Pte. Ltd, in favour of (2) Grimsargh Solar Limited	
Warranty for the 1No Main Collector Switch Panel and 27No. Sub Collector Panels located at Fell View Farm	From (1) Knight Electrical Switchgear Limited, in favour of (2) Grimsargh Solar Limited	
Warranty for the transformers located at Fell View Farm	From (1) GBE S.p.A., in favour of (2) Grimsargh Solar Limited	
Warranty in relation to supply of cold rolled steel sections	From (1) Tata Steel UK Limited (TSUK), in favour of (2) Grimsargh Solar Limited	
Warranty for the PV mounting system located at Brook Hall Farm	From (1) Zimmermann PV-Stahlbau GmbH & Co. KG, in favour of (2) Hermitage Solar Limited	
Warranty for HUAWEI SUN2000-28KTL inverters located at Brook Hall Farm	From (1) Huawei Technologies,	

	in favour of (2) Hermitage Solar Limited	
Warranty for PV Modules located at Brook Hall Farm	From (1) Changzhou Trina Solar Energy Co., Ltd., in favour of (2) Hermitage Solar Limited	
Warranty for the 2No. Main Collector Switch Panels, 37No. Sub Collector Panels and 2No. site work located at Brook Hall Farm	From (1) Knight Electrical Switchgear Limited, in favour of (2) Hermitage Solar Limited	
Warranty for the transformers located at Brook Hall Farm	From (1) GBE S.p.A., in favour of (2) Hermitage Solar Limited	
Warranty for the transformers at Lincoln Farm	From (1) GBE S.p.A., in favour of (2) Lincoln Skegness Solar Farm Limited	
Warranty for the PV mounting system located at Lincoln Skegness Solar Farm Limited	From (1) Zimmermann PV-Stahlbau GmbH & Co KG, in favour of (2) Lincoln Skegness Solar Farm Limited	
Warranty for PV Modules located at Lincoln Farm	From (1) Changzhou Trina Solar Energy Co., Ltd., in favour of (2) Lincoln Skegness Solar Farm Limited	

Warranty for the 4No. Main Collector Switch Panels, 82No. Sub Collector Panels and Site Work to connect transformer to pillars located at Lincoln Farm	From (1) Knight Electrical Switchgear Limited, in favour of (2) Lincoln Skegness Solar Farm Limited	
Manufacturer Warranty for the PV mounting system located at Drayton Manor Farm	From (1) Hill & Smith Limited, in favour of (2) Sheep Shed Solar Limited	
Warranty for the 2No Main Collector Switch Panels, 40No. Subway Collector Panels and site connector works located at Drayton Manor Farm	From (1) Knight Electrical Switchgear Limited, in favour of (2) Sheep Shed Solar Limited	
Warranty for PV Modules located at Drayton Manor Farm	From (1) Changzhou Trina Solar Energy Co., Ltd., in favour of (2) Sheep Shed Solar Limited	
Warranty for the PV mounting system located at Drayton Manor Farm	From (1) Hill & Smith Limited, in favour of (2) The Rushes Solar Limited	
Warranty for PV Modules located at Drayton Manor Farm	From (1) Changzhou Trina Solar Energy Co., Ltd., in favour of (2) The Rushes Solar Limited	

Warranty for the 2No. Main Collector Panels and 39No. Sub Collector Panels located at Drayton Manor Farm	From (1) Knight Electrical Switchgear Limited, in favour of (2) The Rushes Solar Limited	
III. EPC Bonds		
Guarantee Bond with bond reference number 25144808 CBO	Between (1) Anesco Limited as Contractor, (2) Aviva Insurance Limited as Guarantor and (3) Anesco Berry Court Limited as Employer	17 December 2015
Guarantee Bond with bond reference number 25144813 CBO	Between (1) Anesco Limited as Contractor, (2) Aviva Insurance Limited as Guarantor and (3) Anesco Stud Farm Limited as Employer	17 December 2015
Guarantee Bond	Between (1) Anesco Limited as Contractor, (2) HCC International Insurance Company plc as Guarantor and (3) Beeches Solar Limited as Employer	21 March 2016
Guarantee Bond	Between (1) Anesco Limited as Contractor, (2) HCC International Insurance Company plc as Guarantor and (3) Brookside Solar Farm Limited as Employer	21 March 2016
Guarantee Bond with bond reference number 25151939 CBO	Between (1) Anesco Limited as Contractor, (2) Aviva Insurance Limited as Guarantor and (3) EBS Wymeswold Limited as Employer	17 March 2016

Guarantee Bond with bond No BS/LE/00225	Between (1) Anesco Limited as Contractor, (2) HCC International Insurance Company plc as Guarantor and (3) Fell View Solar Limited as Employer	24 March 2016
Guarantee Bond with bond reference number 25152780 CBO	Between (1) Anesco Limited as Contractor, (2) Aviva Insurance Limited as Guarantor and (3) Grimsargh Solar Limited as Employer	21 March 2016
Guarantee Bond No. BSLE00216	Between (1) Anesco Limited as Contractor, (2) HCC International Insurance Company plc as Guarantor and (3) Hermitage Solar Limited as Employer	22 March 2016
Guarantee Bond	Between (1) Anesco Limited as Contractor, (2) HCC International Insurance Company plc as Guarantor and (3) Lincoln Skegness Solar Farm Limited as Employer	18 March 2016
Guarantee Bond	Between (1) Anesco Limited as Contractor, (2) HCC International Insurance Company plc as Guarantor and (3) Sheep Shed Solar Limited as Employer	21 March 2016
Guarantee Bond	Between (1) Anesco Limited as Contractor, (2) HCC International Insurance Company plc as Guarantor and (3) The Rushes Solar Limited as Employer	21 March 2016

IV. ADOPTION AGREEMENT		
Adoption Agreement relating to the design, supply, installation, commissioning and adoption of electricity connection and distribution equipment	Between	8 October 2015
	(1) Western Power Distribution (East Midlands) plc	
	(2) Anesco Stud Farm Limited and	
	(3) Energy and System Technical Limited	

Part 2: ADDITIONAL INSURANCES

Chargor	Insurer	Policy number	Policy
Sundance Acquisitions Limited	GCube Underwriting Limited	SO164522802	Property Damage Including Terrorism
Sundance Acquisitions Limited	GCube Underwriting Limited	SO164522802	Business Interruption Including Terrorism
Sundance Acquisitions Limited	GCube Underwriting Limited	SO164522802	Public and Products Liability

**SCHEDULE 3: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY PARTY TO
ADDITIONAL RELEVANT CONTRACT**

To [Insert name and address of relevant party]

Dated [◆ 20◆]

Dear Sirs

**RE: [DESCRIBE ADDITIONAL RELEVANT CONTRACT] DATED [◆ 20◆]
BETWEEN (1) YOU AND (2) [◆] THE "CHARGOR"**

- 1 We give notice that, by a debenture dated 5 February 2016, as amended on 9 February 2016 and supplemented by a supplemental assignment on [■] March 2016 (the "Debenture"), we have assigned to ING Bank N V (the "Security Trustee") as Security Trustee for certain financial institutions and others (as referred to in the Debenture) all our present and future right, title and interest in and to [insert details of Additional Relevant Contract] (together with any other agreement supplementing or amending the same, the "Agreement") including all rights and remedies in connection with the Agreement and all proceeds and claims arising from the Agreement
- 2 We irrevocably authorise and instruct you from time to time
 - (a) to disclose to the Security Trustee at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure), such information relating to the Agreement as the Security Trustee may from time to time request,
 - (b) following written notice to you from the Security Trustee confirming that an Event of Default (as defined in the Debenture) has occurred, to hold all sums from time to time due and payable by you to us under the Agreement to the order of the Security Trustee;
 - (c) following written notice to you from the Security Trustee confirming that an Event of Default has occurred, to pay or release all or any part of the sums from time to time due and payable by you to us under the Agreement only in accordance with the written instructions given to you by the Security Trustee from time to time;
 - (d) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Debenture or the Agreement or the debts represented thereby which you receive at any time from the Security Trustee without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction, and
 - (e) to send copies of all notices and other information given or received under the Agreement to the Security Trustee
- 3 You may continue to deal with us in relation to the Agreement (subject to paragraph 5) until you receive written notice from the Security Trustee that an Event of Default has occurred. Thereafter we will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Trustee
- 4 All sums payable to us under the Agreement shall be paid to the following account only

[◆],

until you receive written notice from the Security Trustee to the contrary, in which case you shall pay in accordance with those instructions

- 5 We are not permitted to agree any amendment or supplement to, or waive or release any obligation or right, or settle or compromise any dispute under, the Agreement without the prior written consent of the Security Trustee
- 6 This notice may only be revoked or amended with the prior written consent of the Security Trustee
- 7 Please confirm by completing the enclosed copy of this notice and returning it to the Security Trustee (with a copy to us) that you agree to the above and that
 - (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice,
 - (b) you have not, at the date this notice is returned to the Security Trustee, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Agreement or any proceeds of it and you will notify the Security Trustee promptly if you should do so in the future,
 - (c) following written notice to you from the Security Trustee confirming that an Event of Default has occurred you will pay all sums payable by you under or pursuant to the Agreement to (or as directed by) the Security Trustee only and prior to such notice will pay all sums to the account specified in this notice,
 - (d) you will notify the Security Trustee of any intention to exercise any right to terminate or amend the Agreement, and
 - (e) you will not take any action to amend or supplement the Agreement, nor shall you request or agree to the waiver or release of any of your obligations or of our rights, or settle or compromise any dispute, under the Agreement without the prior written consent of the Security Trustee
- 8 This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law

Yours faithfully

for and on behalf of
[NAME OF CHARGOR]

[On copy]

To ING Bank N V
 as Security Trustee
 [ADDRESS]

Copy to [NAME OF CHARGOR]

We acknowledge receipt of the above notice and consent and agree to its terms We confirm and agree to the matters set out in paragraph [7] of the above notice

for and on behalf of
[◆]

Dated [◆ 20◆]

EXECUTION PAGES

THE RELEVANT CHARGORS

Executed as a deed and delivered on the date)
specified on page 1 by SUNDANCE)
ACQUISITIONS LIMITED acting
by _____

Signature _____

Witness signature _____

Witness name
(block capitals)

Witness address

OB
OLIVER BRICE
53 Sutherland Square
SE17 3EL

Executed as a deed and delivered on the date)
specified on page 1 by ANESCO BERRY)
COURT LIMITED acting
by

Signature

Witness signature

Witness name
(block capitals)

Witness address



OLIVER BRICE

53 Sutherland Square

SE17 3EL

Executed as a deed and delivered on the date)
specified on page 1 by ANESCO STUD)
FARM LIMITED acting
by [REDACTED]

Signature [REDACTED]

Witness signature

OB

Witness name
(block capitals)

OLIVER BRICE

Witness address

53 Sutherland Square
SE17 3EL

Executed as a deed and delivered on the date)
specified on page 1 by BEECHES SOLAR)
LIMITED acting
by: [REDACTED]

Signature [REDACTED]

Witness signature

[Signature]

Witness name
(block capitals)

OLIVER BRICE

Witness address

53 Sutherland Square
SE17 3EL

Executed as a deed and delivered on the date)
specified on page 1 by **BROOKSIDE**)
SOLAR FARM LIMITED acting
by [REDACTED]

Signature [REDACTED]

Witness signature

OO

Witness name
(block capitals)

OLIVER BRICE

Witness address

S3 Sutherland Square
SE17 3EL

Executed as a deed and delivered on the date)
specified on page 1 by EBS WYMESWOLD)
LIMITED acting
by. [REDACTED]

Signature [REDACTED]

Witness signature OB
Witness name OLIVER BRICE
(block capitals)
Witness address 53 Sutherland Square
SE17 3EL

Executed as a deed and delivered on the date)
specified on page 1 by FELL VIEW SOLAR)
LIMITED acting
by: [REDACTED]

Signature [REDACTED]

Witness signature

JO

Witness name
(block capitals)

OLIVER PRICE

Witness address

53 Sutherland Square
SE17 3EL

Executed as a deed and delivered on the date)
specified on page 1 by GRIMSARGH)
SOLAR LIMITED acting
by _____

Signature _____

Witness signature

Witness name
(block capitals)

Witness address

DO

OLIVER BRICE

53 Sutherland Square
SE17 3EL

Executed as a deed and delivered on the date)
specified on page 1 by HERMITAGE)
SOLAR LIMITED acting
by [REDACTED]

Signature [REDACTED]

Witness signature


[Signature]

Witness name
(block capitals)

OLIVER BRICE

Witness address

53 Sutherland Square
SE17 3EL

Executed as a deed and delivered on the date)
specified on page 1 by LINCOLN)
SKEGNESS SOLAR FARM LIMITED
acting
by 

Signature 

Witness signature



Witness name
(block capitals)

OLIVER BRICE

Witness address

53 Sutherland Square
SE17 3EL

Executed as a deed and delivered on the date)
specified on page 1 by SHEEP SHED)
SOLAR LIMITED acting
by: [REDACTED]

Signature [REDACTED]

Witness signature

[Signature]

Witness name
(block capitals)

OLIVER PRICE

Witness address

53 Sutherland Square

SE17 3EL

Executed as a deed and delivered on the date)
specified on page 1 by **THE RUSHES**)
SOLAR LIMITED acting
by: [REDACTED]

Signature [REDACTED]

Witness signature

DOB

Witness name
(block capitals)

OLIVER BRICE

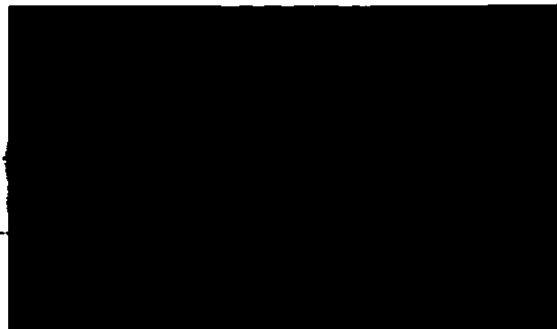
Witness address

53 Sutherland Square
SE17 3EL

THE SECURITY TRUSTEE

Executed as a deed and delivered on the date)
specified on page 1 by ING BANK N.V.)
acting by
acting under the authority of that company, in
the presence of:

Signature



Witness signature

Sabrina van de Kerk

Witness name
(block capitals)

Sabrina van de Kerk

Witness address

Boijmerplein 838

1102 MG Amsterdam

The Netherlands

THE AGENT

Executed as a deed and delivered on the date)
specified on page 1 by ING BANK N.V.)
acting by
acting under the authority of that company, in
the presence of

Signature



Witness signature

Sabrina van de Kerk

Witness name
(block capitals)

Sabrina van de Kerk

Witness address

Bijlmerplein 888

1102 MG Amsterdam

The Netherlands