



Registration of a Charge

Company name: **MERSTON RENEWABLE ENERGY CIC**

Company number: **09631133**

Received for Electronic Filing: **05/10/2018**



X7FW4F7S

Details of Charge

Date of creation: **28/09/2018**

Charge code: **0963 1133 0008**

Persons entitled: **TRIODOS BANK N.V.**

Brief description: **THE LEASEHOLD LAND AT MERSTON FARM (NORTHERN SITE),
MERSTON, CHICHESTER, WEST SUSSEX REGISTERED WITH ABSOLUTE
TITLE AT THE LAND REGISTRY UNDER TITLE NUMBER WSX378445. FOR
MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) .

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:

CMS CAMERON MCKENNA NABARRO OLSWANG LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9631133

Charge code: 0963 1133 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th September 2018 and created by MERSTON RENEWABLE ENERGY CIC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th October 2018 .

Given at Companies House, Cardiff on 9th October 2018

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

DATE: 28 September 2018

**LEGAL MORTGAGE
RELATING TO LEASE OF LAND AT
MERSTON FARM (NORTHERN SITE), MERSTON, CHICHESTER, WEST SUSSEX**

Between

MERSTON RENEWABLE ENERGY C.I.C.

and

TRIODOS BANK N.V.

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This deed is made the 28 day of September 2018

BETWEEN:

- (1) **MERSTON RENEWABLE ENERGY C.I.C.** a community interest company registered in England and Wales with registration number 09631133 and whose registered office is at, Overnoor Farm, Neston, Corsham, England SN13 9TZ (the "**Mortgagor**"); and
- (2) **TRIODOS BANK N.V.** a company incorporated in the Netherlands (UK Branch registered in England No. BR3012) the United Kingdom branch of which is situated at Triodos Bank, Deanery Road, Bristol, BS1 5AS (the "**Bank**").

1. INTERPRETATION

- 1.1 In this Mortgage, and unless otherwise defined below, words and expressions shall have the meaning given in the Facility Agreement:

"**Chattels**" means all stock, goods, moveable plant, machinery, tools, furniture and equipment now or from time to time placed on or used in or about (but not forming part of) the Property;

"**Event of Default**" has the meaning given to it in the Facility Agreement;

"**Expenses**" means all expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Mortgaged Property or the Mortgagor's Liabilities or in taking or perfecting this Mortgage or in preserving defending or enforcing the security created by this Mortgage or in exercising any power under this Mortgage or otherwise with Interest from the date they are incurred;

"**Facility Agreement**" means the facility agreement made between the Mortgagor and the Bank and dated on or about the date of this Mortgage;

"**Interest**" means interest at the rate(s) charged to the Mortgagor by the Bank from time to time;

"**Lease**" means a lease dated 13 October 2015 between (1) Victoria Langmead Farming Limited and (2) the Mortgagor as varied by a deed of variation dated 24 March 2016 and as varied from time to time;

"**LPA**" means the Law of Property Act 1925;

"**Mortgaged Property**" means the Property and all other assets, revenues, rights and benefits described in clauses 4.1 and 4.2;

"**Mortgagor's Liabilities**" means all of the Mortgagor's liabilities to the Bank of any kind and in any currency (whether present or future, actual or contingent and whether incurred alone or jointly with another and in whatever style or name and whether as principal or surety) together with the Bank's charges and commission, Interest and Expenses;

"**Property**" means the leasehold land at Merston Farm (Northern Site), Merston, Chichester, West Sussex registered with absolute title at the Land Registry under Title Number WSX378445 and as more particularly described in the Lease TOGETHER WITH the access and cabling rights granted by a lease of rights dated 7 October 2015 between (1) David Winston Langmead and (2) the Mortgagor as varied by deed of variation dated 22 April 2016 AND TOGETHER WITH the access and cabling rights granted by a deed of easement dated 24 March 2016 between (1) Victoria Langmead Farming Limited (2) Primrose Solar (13) Limited and (3) the Mortgagor;

"**Project**" means the electricity generating photovoltaic development at the Property;

“Receiver” means a receiver and/or manager of any or all of the Mortgaged Property appointed under this Mortgage; and

“Rent” means all amounts payable to or for the benefit of the Mortgagor by way of rent, licence fee service charge, dilapidations, ground rent and rent charge and any mesne profits in respect of the Property and other monies payable to or for the benefit of the Mortgagor in respect of the occupation or usage or any part of the Property including without limitation for display of advertisements on licence or otherwise.

1.2 In this Mortgage a reference to:

1.2.1 a statutory provision includes a reference to:

- (a) that statutory provision as modified or re-enacted or both from time to time before the date of this Mortgage; and
- (b) any subordinate legislation made under that statutory provision before the date of this Mortgage;

1.2.2 persons includes a reference to any individual, firm, body corporate, unincorporated association or partnership;

1.2.3 a person includes a reference to that person’s legal personal representatives, successors and assigns;

1.2.4 a clause or schedule, unless the context otherwise requires, is a reference to a clause of or schedule to this Mortgage;

1.2.5 the singular shall include the plural and vice versa; and

1.2.6 this Mortgage (or any specified provision of it) or any other agreement or document is a reference to this Mortgage, that provision agreement or document as may from time to time be, restated, varied, supplemented, amended, substituted, novated or assigned, whether or not as a result of any of the same:

- (a) there is an increase or decrease in any facility made available under the Facility Agreement or other agreement or document or an increase or decrease in the period for which any facility is available or in which it is repayable;
- (b) any additional, further or substituted facility to or for such facility is provided;
- (c) any rate of interest, commission or fees or relevant purpose is changed;
- (d) the identity of the parties is changed;
- (e) the identity of the providers of any security is changed;
- (f) there is an increased or additional liability on the part of any person; or
- (g) a new agreement is effectively created or deemed to be created.

1.2.7 References to the Property and the Mortgaged Property include any part of it or them and the Property includes:

- (a) all buildings and fixtures and fittings (including trade and tenant’s fixtures and fittings) and fixed plant and machinery which are situated on or form part of the Property at any time;
- (b) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;

- (c) the benefit of any covenants for title given or entered into by any predecessor in title of the Mortgagor in respect of the Property; and
- (d) all rights under any licence, agreement for sale or, agreement for lease in respect of the Property or any part of it.

1.2.8 The Property also includes any share from time to time held by the Mortgagor in any landlord or management company of the Property.

1.3 If the expression Mortgagor includes more than one person, it shall be construed as referring to all and/or any one or more of those persons and their obligations shall be joint and several.

1.4 If the Mortgagor comprises a partnership or trustees of a trust, the Mortgagor shall be construed as including all persons from time to time being partners in that partnership or from time to time being trustees of that trust notwithstanding any change in the constitution or name of that partnership or trust, any amalgamation with any other person, or the death or retirement of or the addition to any of the partners or trustees.

1.5 The headings to these Conditions shall not affect the interpretation of this Mortgage.

2. COVENANT TO PAY

The Mortgagor shall, on demand, pay to the Bank and discharge the Mortgagor's Liabilities when they become due.

3. INTEREST

The Mortgagor shall pay Interest on any amounts due under clause 2 from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Mortgagor) at the rate and in the manner charged to the Mortgagor by the Bank from time to time. In the case of any Expenses or other amounts due under this Mortgage, such Interest shall accrue and be payable as from the date on which the relevant Expenses arose or amounts were paid by the Bank, without the need for any demand for payment being made.

4. CHARGES

4.1 As a continuing security for the payment and discharge of the Mortgagor's Liabilities, the Mortgagor with full title guarantee charges to the Bank:

4.1.1 by way of first legal mortgage, the Property (to the full extent of the Mortgagor's interest in the Property or its proceeds of sale);

4.1.2 by way of first fixed charge:

- (a) the Property to the extent it is not effectively mortgaged or charged under Clause 4.1.1;
- (b) all its rights in any policies of insurance relating to the Property, including the proceeds of any claims under such policies, the rent and the benefit of any guarantee or security in respect of the rent, to the extent not effectively assigned under clause 4.2;
- (c) the benefit of all contracts, guarantees, appointments, warranties and other documents to which the Mortgagor is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation or otherwise of or relating to the Mortgaged Property, including, in each case,

but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them;

(d) all licences and authorisations (statutory or otherwise) held or required in connection with the Mortgagor's business carried on at the Property or the use of any Mortgaged Property, and all rights in connection with them; and

(e) all present and future goodwill of any business carried on at the Property by or on behalf of the Mortgagor;

4.1.3 where the Mortgagor is a company, by way of first floating charge, all present and future Chattels owned by the Mortgagor or in which the Mortgagor has an interest.

4.2 As a continuing security for the payment and discharge of the Mortgagor's Liabilities, the Mortgagor with full title guarantee assigns to the Bank:

4.2.1 all its rights in any policies of insurance relating to the Property, including the proceeds of any claims under such policies; and

4.2.2 the Rent and the benefit of any guarantee or security in respect of the Rent;

provided that nothing in this clause 4.2 shall constitute the Bank as mortgagee in possession.

5. PERFECTION OF SECURITY

5.1 The Mortgagor applies to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of Triodos Bank N.V. referred to in the charges register."

5.2 If the title to the Property is not registered at the Land Registry, the Mortgagor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of the Property, without the prior written consent of the Bank.

5.3 Whether or not title to the Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Mortgagor's title to the Property, the Mortgagor shall immediately provide the Bank with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this Mortgage, the Mortgagor shall immediately and at its own expense take such steps as the Bank may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

5.4 The Mortgagor shall deposit with the Bank and the Bank shall during the continuance of this security be entitled to hold and retain (unless held by a prior mortgagee at the date hereof) all deeds and documents of title relating to the Mortgaged Property for the time being.

6. FURTHER ASSURANCE

The Mortgagor, at its own cost, shall prepare and execute in favour of the Bank, or as the Bank shall direct, such further legal or other assignments, mortgages, securities, charges (containing a

power of sale and such other provisions as the Bank may reasonably require) or notices as the Bank may reasonably require to perfect or protect the security created by this Mortgage over any Mortgaged Property.

7. RESTRICTIONS AND MORTGAGED PROPERTY

The Mortgagor shall not at any time, except with the prior written consent of the Bank or as permitted pursuant to the Facility Agreement:

- 7.1 create, purport to create or permit to subsist any mortgage, charge, lien or other encumbrance on, or in relation to, the Mortgaged Property other than this Mortgage; or
- 7.2 other than as permitted pursuant to the Facility Agreement sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Mortgaged Property; or
- 7.3 other than as permitted pursuant to the Facility Agreement create or grant (or purport to create or grant) any interest in the Mortgaged Property in favour of a third party.

8. MORTGAGOR'S COVENANTS

- 8.1 During the continuance of this Mortgage, the Mortgagor shall:

- 8.1.1 keep all Mortgaged Property in a good state of repair and all fixtures and fittings comprised therein in good working order and condition and complete the erection and construction of any uncompleted buildings works or erections (if any) comprised in the Mortgaged Property promptly and as agreed with and to the satisfaction of the Bank;
- 8.1.2 keep all Mortgaged Property of an insurable nature comprehensively insured to the Bank's reasonable satisfaction for its full reinstatement cost in the joint names of the Mortgagor and the Bank or with the interest of the Bank endorsed on the policy or policies and:
 - (a) deposit with the Bank all insurance policies and all deeds and documents of title relating to the Mortgaged Property;
 - (b) give notice to the relevant insurers of the assignment of the Mortgagor's rights and interest in and under the Mortgagor's insurance policies pursuant to clause 4.2;
 - (c) ensure all sums received under the Mortgagor's insurance policies at any time are paid directly to the Bank and, if such monies are not paid directly to the Bank, hold the monies on trust for the benefit of the Bank; and
 - (d) at the Bank's option, apply the proceeds from any insurance policy of the Mortgagor in making good the relevant loss or damage, or to reduce the Mortgagor's Liabilities;
- 8.1.3 not, without the prior written consent of the Bank, carry out any development on or make any alterations to the Property which require planning permission or approval under building regulations, nor pull down or remove the whole or any part of any building forming part of the Property, nor to remove from the Property any fixtures or fixed plant and machinery other than development required to carry out the Project;
- 8.1.4 immediately report to the Bank any notice order or requirement received from whatever source in relation to the Mortgaged Property;

- 8.1.5 comply with all laws and regulations for the time being in force relating to or affecting the Mortgaged Property and to obtain and promptly renew from time to time and comply with the terms of all authorisations which may be necessary to enable it to preserve, maintain or renew the Mortgaged Property;
- 8.1.6 observe and perform all covenants and conditions affecting the Mortgaged Property and to pay all rents, taxes, duties, charges, assessments, impositions and outgoings whatsoever payable in respect of the Mortgaged Property when due and on demand produce to the Bank all receipts or other evidence of such payments;
- 8.1.7 indemnify the Bank and, as a separate covenant, any Receiver appointed by it, against all actions, proceedings, damages and costs in respect of any breach of clause 8.6 Any such sums paid by the Bank or any Receiver shall be repayable by the Mortgagor on demand together with Interest from the date of payment by the Bank or Receiver;
- 8.1.8 not, without the prior written consent of the Bank, grant, or accept a surrender of, any lease or licence of any of the Properties or consent to any assignment or sub-letting by a tenant; and
- 8.1.9 provide to the Bank an annual balance sheet and profit and loss account and trading account showing the true position of the Mortgagor's affairs in every year certified by an accountant approved by the Bank and also from time to time such other information in respect of the assets and liabilities of the Mortgagor as the Bank may reasonably require provided that such request shall be limited to the information the Bank is entitled to request under the Facility Agreement.
- 8.2 The Bank and its agents may enter and inspect the Mortgaged Property at any reasonable time.
- 8.3 If the Mortgagor fails to comply with clause 8.1, the Bank shall be entitled (but not obliged) to repair and maintain such Mortgaged Property or fixtures and fittings, and complete such building works, at the Mortgagor's expense.
- 8.4 If the Mortgagor fails to keep any of the Mortgaged Property of an insurable nature comprehensively insured to the Bank's reasonable satisfaction for its full reinstatement cost, the Bank shall be entitled (but not obliged) to arrange insurance of the Mortgaged Property at the Mortgagor's expense.
- 8.5 Any sums expended by the Bank under clauses 8.3 and 8.4 above are repayable by the Mortgagor to the Bank on demand together with Interest from the date of payment by the Bank.
- 8.6 The Bank shall not be responsible to the Mortgagor or any other person in the event of the Mortgaged Property not being adequately insured. Whenever any insurance is effected through the agency of the Bank all sums allowed to the Bank by way of commission or otherwise by the insurers shall belong to the Bank and the Bank shall not be required to account to the Mortgagor for such sums.
- 9. ENFORCEMENT**
- 9.1 The security constituted by this Mortgage shall be immediately enforceable and the power of sale and other powers given by section 101 of the LPA (as varied or extended by this Mortgage) shall be immediately exercisable at any time an Event of Default is continuing.
- 9.2 Section 103 of the LPA shall not apply to this Mortgage and the statutory power of sale and other powers given by section 101 of the LPA (as varied or extended by this Mortgage) shall, as between the Bank and a purchaser, arise on the execution of this Mortgage and be exercisable at any time

after such execution, but the Bank shall not exercise such power of sale until the security constituted by this Mortgage has become enforceable under clause 9.1

9.3 After the security constituted by this Mortgage has become enforceable, the Bank may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Mortgaged Property.

9.4 The statutory powers of sale, leasing and accepting surrenders conferred on the Bank shall be extended so as to authorise the Bank to lease and make arrangements for leases at a premium or otherwise and accept surrenders of leases and grant options as the Bank shall think expedient and without the need to observe any of the provisions of Sections 99 and 100 of the LPA.

10. APPOINTMENT OF RECEIVER

10.1 At any time after the security constituted by this Mortgage has become enforceable or at the request of the Mortgagor, the Bank may by writing under the hand of any duly authorised officer of the Bank or any person authorised by such officer in writing:

10.1.1 appoint any person or persons to be a Receiver of the Mortgaged Property or any part thereof; and

10.1.2 to the extent permitted by law, remove any Receiver so appointed and appoint another or others in his or their place.

10.2 Where more than one person is appointed Receiver, they shall have power to act separately (unless the appointment by the Bank specifies to the contrary).

11. POWERS AND CAPACITY OF A RECEIVER

11.1 Any Receiver appointed by the Bank under this Mortgage shall (in addition to all powers conferred on him by law) have the following powers which, in the case of joint receivers, may be exercised jointly or severally:-

11.1.1 to enter and/or take possession of and collect and get in and generally manage any of the Mortgaged Property;

11.1.2 to take, continue or defer any proceedings in the name of the Mortgagor or otherwise as may seem expedient;

11.1.3 to carry on and manage any business carried on or, in the opinion of the Receiver, capable of being carried on in or from the Mortgaged Property or any part of it;

11.1.4 to raise or borrow any money and secure the payment of any money in priority to the Mortgagor's Liabilities as he thinks fit;

11.1.5 to sell, realise, dispose of or concur in selling, realising, or disposing of (but, where necessary, with the leave of the Court) the Mortgaged Property without the restriction imposed by s.103 of the LPA;

11.1.6 to grant, or accept surrenders of, any leases or tenancies affecting the Mortgaged Property and to grant any other interest or right over the Mortgaged Property on such terms and subject to such conditions as he thinks fit;

11.1.7 to make any arrangement or compromise which he or they shall think expedient;

- 11.1.8 to undertake or complete any works of repair, alteration, building or development on the Property and to apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence to carry out any of the same;
- 11.1.9 to employ managers, agents, officers, consultants, advisers, servants and workmen at such salaries and for such periods as he or they may determine and to purchase or acquire materials, tools, equipment, goods or supplies;
- 11.1.10 to insure the Mortgaged Property and any works and effect indemnity insurance or similar insurance and obtain bonds and give indemnities and security to any bondsmen;
- 11.1.11 to sever and sell separately any fixtures or fittings from the Property without the consent of the Mortgagor;
- 11.1.12 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor;
- 11.1.13 do any other acts and things which the Receiver may consider to be incidental or conducive to any of his powers or otherwise incidental or conducive to the realisation of the Bank's security or the exercise of his functions as Receiver.
- 11.2 All money received by the Bank or a Receiver in the exercise of any enforcement powers conferred by this Mortgage shall be applied:
 - 11.2.1 first in paying all unpaid fees, costs and other liability incurred by or on behalf of the Bank (and any Receiver, attorney or agent appointed by it);
 - 11.2.2 secondly, in payment of the Receiver's remuneration (as agreed between the Bank and the Receiver);
 - 11.2.3 thirdly, in or towards satisfaction of the Mortgagor's Liabilities in such order and manner as the Bank determines; and
 - 11.2.4 finally in paying any surplus to the Mortgagor or any other person entitled to it.
- 11.3 Any Receiver shall at all times and for all purposes be deemed to be the agent or agents of the Mortgagor who shall be solely responsible for his or their acts or defaults and for his or their remuneration. Neither the Bank nor any Receiver shall be liable to the Mortgagor as mortgagee in possession or otherwise for any loss occurring in the exercise of any of its or his powers pursuant to this Mortgage.
- 11.4 The Bank may fix the remuneration of any Receiver appointed by it for his or their services and for those of his or their firm(s) appropriate to the work and responsibilities involved without being limited by the maximum rate specified in section 109(6) of the LPA and the remuneration of the Receiver shall be a debt secured by this Mortgage which shall be due and payable immediately upon its being paid by the Bank.
- 11.5 Only money actually paid by the Receiver to the Bank shall be capable of being applied by the Bank in or towards satisfaction of any of the Mortgagor's Liabilities. The Bank may, in its absolute discretion, at all times prior to payment in full of all of the Mortgagor's Liabilities, place and keep to the credit of a separate or suspense account any money received by the Bank or a Receiver by virtue of this Mortgage for so long and in such manner as the Bank may determine without any obligation to apply the same or any part of it in or towards the discharge of any of the Mortgagor's Liabilities.

- 11.6 Neither the Bank nor any Receiver shall be bound (whether by virtue of section 109(8) of the LPA, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Mortgagor's Liabilities.
- 11.7 The Mortgagor:
- 11.7.1 grants an irrevocable licence to the Bank and power to any Receiver until the sale of the Mortgaged Property to use all the assets of the Mortgagor situated at the Mortgaged Property which are used in connection with any business of the Mortgagor carried on at the Mortgaged Property; and
 - 11.7.2 irrevocably authorises the Bank and/or any Receiver to remove, sell, store or otherwise deal with the same. The Receiver will pay to the Bank any net proceeds of sale after deduction of any costs and expenses incurred in the sale and that amount shall be a debt due from the Bank to the Mortgagor.
- 11.8 At any time after this Mortgage shall have become enforceable or after any powers conferred by any encumbrance having priority to this Mortgage shall have become exercisable, the Bank may redeem such or any other prior encumbrance or procure the transfer thereof to itself and may settle and pay the accounts of the encumbrancer. Any accounts so settled and paid shall be conclusive and binding on the Mortgagor and all moneys paid by the Bank to the encumbrancer in accordance with such accounts shall be repayable by the Mortgagor to the Bank on demand together with Interest from the date of payment by the Bank.
- 11.9 To the extent permitted by law, any right, power or discretion conferred by this Mortgage on a Receiver may, after the security constituted by this Mortgage has become enforceable be exercised by the Bank in relation to the Mortgaged Property whether or not it has taken possession of the Mortgaged Property and without or notwithstanding the appointment of a Receiver.
- 12. POWER OF ATTORNEY**
- 12.1 By way of security the Mortgagor irrevocably appoints the Bank and separately any Receiver to be its attorney and, in its name, on its behalf and as its act and deed, to execute any document and do any acts and things which:
- 12.1.1 the Mortgagor is required to execute and do under this Mortgage (but has not done); and
 - 12.1.2 any attorney may deem necessary or appropriate in exercising any of the powers, authorities and discretions conferred by this Mortgage or by law on the Bank or any Receiver.
- 12.2 The Mortgagor ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in clause 12.1.
- 12.3 The powers of attorney granted pursuant to clause 12.1 shall only be exercisable whilst an Event of Default is continuing.
- 13. NEW ACCOUNTS**
- If the Bank receives notice of any subsequent charge or assignment or other interest affecting the Mortgaged Property, the Bank may open a new account or accounts for the Mortgagor. If the Bank does not open a new account it shall nevertheless be treated as if it had done so at the time when it received notice and, as from that time, all payments made by or on behalf of the Mortgagor

to the Bank shall be credited or be treated as having been credited to the new account and shall not operate to discharge any part of the Mortgagor's Liabilities outstanding at the time when the Bank received notice.

14. CONSOLIDATION AND SET OFF

14.1 The Bank shall be entitled at any time (both before and after demand) and without notice to the Mortgagor:

14.1.1 to combine or consolidate all or any existing accounts (including accounts in the name of the Bank) of the Mortgagor with the Bank;

14.1.2 to set off or transfer any sum or sums standing to the credit of any account in or towards satisfaction of any of the liabilities of the Mortgagor to the Bank on any other account or in any other respect; and

14.1.3 for this purpose, the Bank may convert any amount in one currency into another, using its market rate of exchange at the relevant time.

14.2 The Mortgagor waives any present or future right of set off it may have in respect of the Mortgagor's Liabilities.

15. IMMEDIATE RECOURSE

The Mortgagor waives any right it may have to require the Bank to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Mortgage against the Mortgagor.

16. NOTICES

16.1 Any notice or other communication under or in connection with this Mortgage shall be in writing and shall be delivered personally or sent by first class post pre-paid recorded delivery (or air mail if overseas) or by fax to the party due to receive the notice or communication at its address or fax number set out in this Mortgage or such other address or fax number as either party may specify by notice in writing to the other from time to time.

16.2 Any notice or other communication shall be deemed to have been duly given:

16.2.1 if delivered personally, when left at the address referred to in clause 16.1;

16.2.2 if sent by mail, other than air mail, two days after posting it;

16.2.3 if sent by air mail, six days after posting it, in the absence of evidence of earlier receipt; and

16.2.4 if sent by fax, at the time of sending (with a valid transmission report).

16.3 Any notice given under this Mortgage shall not be validly served if sent by e-mail.

17. ASSIGNS

17.1 At any time and without the consent of the Mortgagor, the Bank may assign or otherwise transfer all or any part of its rights or obligations under this Mortgage to any person. The Mortgagor consents to the disclosure by the Bank of any information and documentation concerning the Mortgagor to any prospective assignee or transferee.

- 17.2 The Mortgagor may not assign any of its rights, or transfer any of its obligations, under this legal mortgage or enter into any transaction which would result in any of those rights or obligations passing to another person.
- 17.3 The expression “the Bank” shall include the Bank’s assigns whether immediate or derivative. Any appointment or removal of a Receiver under clause 10 or any consents hereunder may be made or given by writing signed or sealed by any such assigns and the Mortgagor hereby irrevocably appoints each of such assigns to be its attorney in the terms and for the purposes set out in clause 12.
- 18. ADDITIONAL SECURITY**
- 18.1 This Mortgage and the security created by this Mortgage shall be in addition to any other security or guarantees which the Bank may now or from time to time hold for any of the Mortgagor’s Liabilities.
- 18.2 The restriction on the right of consolidation contained in Section 93 of the LPA shall not apply to this Mortgage or any further or other security entered into pursuant to this Mortgage.
- 19. NON-MERGER**
- 19.1 No prior security held by the Bank over the whole or any part of the Mortgaged Property shall merge in the security created by this Mortgage.
- 19.2 This Mortgage shall remain in full force and effect as a continuing security for the Mortgagor’s Liabilities despite any settlement of account, or intermediate payment, or other matter or thing unless and until the Bank discharges this Mortgage in writing.
- 20. SEVERABILITY**
- Each of the provisions in this Mortgage shall be severable and distinct from one another and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the remaining provisions shall not in any way be affected or impaired.
- 21. NO WAIVER**
- 21.1 Any waiver or variation of any right of the Bank (whether arising under this Mortgage or otherwise) shall only be effective if it is in writing and signed by the Bank, will only apply in the circumstances for which it was given and shall not prevent the Bank from subsequently relying on the relevant provision.
- 21.2 No delay or failure to exercise any right or power under this Mortgage shall operate as a waiver.
- 22. GENERAL**
- 22.1 A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this Mortgage.
- 22.2 The perpetuity period applicable to all trusts declared by this Mortgage shall be 80 years.
- 22.3 None of the persons included in the expression “Mortgagor” shall, as against the Bank, be entitled to any of the rights or remedies, legal or equitable, of a surety as regards the indebtedness or liabilities of any of the other persons included in the expression “Mortgagor”.
- 22.4 If the Mortgagor is a company, the Mortgagor certifies that this Mortgage does not contravene any of the provisions of the company’s memorandum and articles of association.

- 22.5 No third party dealing with the Bank or any Receiver need enquire that the powers under this Mortgage have arisen or are being properly exercised.
- 22.6 Nothing in the Mortgage shall give or be construed as giving to the Bank any security interest in or rights in respect of any equipment, chattels or other items which would constitute this Mortgage or any part of it as a bill of sale.
- 22.7 Where more than one person comprises the Mortgagor and such persons are in partnership with each other and/or other persons (a **Partnership** and each a **Partner**) the Mortgagor represents that all the Mortgaged Property belongs to the Partnership and that the Partners have authorised the execution of this Mortgage. If any of the Partners retires, dies or otherwise ceases to be a Partner (**Retiring Partner**) or a new person becomes a Partner (**New Partner**) or the Partnership is dissolved, the Mortgagor shall immediately inform the Bank in writing and the Bank shall have the right to require and the Mortgagor shall procure that a Retiring Partner and a New Partner signs and delivers and otherwise perfects any deed, assurance, agreement, instrument or act which the Bank may require. The liability of the Partners (including the liability of the Retiring Partner and a New Partner) for the amounts secured by this Mortgage and the validity, enforceability and continuing security of this Mortgage shall not be affected by the departure of a Retiring Partner from the Partnership and/or the appointment of a New Partner and/or the dissolution of the Partnership.

23. REGULATION

Triodos Bank N.V. is incorporated under the laws of the Netherlands with limited liability, and registered in England and Wales with registered number BR3012. Triodos Bank N.V. is authorised by the Dutch Central Bank and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of the Triodos Bank N.V.'s regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

24. GOVERNING LAW AND JURISDICTION

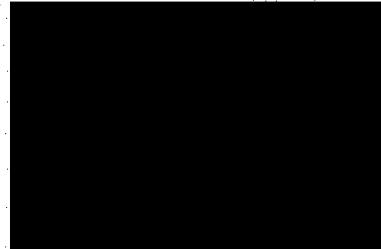
- 24.1 This Mortgage is governed by and shall be construed in accordance with the laws of England and Wales.
- 24.2 For the benefit of the Bank, the Mortgagor irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this Mortgage in those courts will be conclusive and binding on the Mortgagor and may be enforced against the Mortgagor in the courts of any other jurisdiction.

Signature page to the legal charge between Merston Renewable Energy C.I.C. and Triodos Bank N.V.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

The Bank

Signed as a deed by *STEVE MOORE*)
and *DAVID HAJES*)
for and on behalf of)
TRIODOS BANK N.V.)



(authorised signatory)

The Mortgagor

Signed as a deed by)
)
)
for and on behalf of)
MERSTON RENEWABLE
ENERGY C.I.C.) (director)
)
In the presence of)
(witness)

Name of Witness:

Address of Witness::

Occupation:

Signature page to the legal charge between Merston Renewable Energy C.I.C. and Triodos Bank N.V.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

The Bank

Signed as a deed by)
and)
for and on behalf of)
TRIODOS BANK N.V.) (authorised signatory)

.....
(authorised signatory)

The Mortgagor

Signed as a deed by)
)
)
for and on behalf of)
MERSTON RENEWABLE)
ENERGY C.I.C.) (director)
)
In the presence of)
(witness)

Name of Witness: MASSIE LUND

Address of Witness:: CMS Cannon McKenna Nabarro Obman LLP
Cannon Place, 78 Cannon Street, London EC4N 6AF

Occupation: TRAINEE SOLICITOR