

MR01

Particulars of a charge



Companies House

049956 / 13

A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online  
Please go to [www.gov.uk/webfiling](http://www.gov.uk/webfiling)

☒ **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 which is not  
an instrument. Use form MR02

FRIDAY



A12

\*A55XO5EX\*

29/04/2016

#350

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 0 8 9 3 8 5 0 2

Company name in full BIRCH ESTATE SOLAR LIMITED

For official use

**→ Filing 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 2 6 0 4 2 0 1 6

**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 INVESTEC BANK PLC (as Security Trustee)

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

|                   |   |  |   |
|-------------------|---|--|---|
| <b>4</b>          | <b>Brief description</b>  | 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   | 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"<br><br>Please limit the description to the available space |
| Brief description | Land at Birch Estate, Colchester, Essex and any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property. For more details please refer to the instrument |  |   |
| <b>5</b>          | <b>Other charge or fixed security</b>   | 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<br><br><input checked="" type="checkbox"/> <b>Yes</b><br><input type="checkbox"/> <b>No</b>  |   |
| <b>6</b>          | <b>Floating charge</b>  | Is the instrument expressed to contain a floating charge? Please tick the appropriate box<br><br><input type="checkbox"/> <b>Yes</b> Continue<br><input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b><br><br>Is the floating charge expressed to cover all the property and undertaking of the company?<br><br><input type="checkbox"/> <b>Yes</b> |   |
| <b>7</b>          | <b>Negative Pledge</b>  | 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?<br>Please tick the appropriate box<br><br><input type="checkbox"/> <b>Yes</b><br><input checked="" type="checkbox"/> <b>No</b>   |   |
| <b>8</b>          | <b>Trustee statement <sup>①</sup></b>   | 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<br><br><input type="checkbox"/>  | <sup>①</sup> This statement may be filed after the registration of the charge (use form MR06)   |
| <b>9</b>          | <b>Signature</b>  | Please sign the form here<br><br>Signature<br><br>X <i>Watson Farley &amp; Williams LLP</i> X<br><br>This form must be signed by a person with an interest in the charge   |   |



MR01

## 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 **WALH1 (57936189v3)**

Company name **WATSON FARLEY & WILLIAMS LLP**

Address **15 APPOLD STREET**

Post town **LONDON**

County/Region

Postcode **E C 2 A 2 H B**

Country **ENGLAND**

DX

Telephone **020 7814 8000**

**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**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)





FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8938502

Charge code: 0893 8502 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th April 2016 and created by BIRCH ESTATE SOLAR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th April 2016

Given at Companies House, Cardiff on 6th May 2016



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Dated 26 April 2016

**BIRCH ESTATE SOLAR LIMITED**  
as Chargor

and

**INVESTEC BANK PLC**  
as Security Trustee

**MORTGAGE**

**CERTIFIED AS A TRUE  
COPY OF THE ORIGINAL**

27 April 2016

Watson Farley & Williams LLP



THIS DEED is dated **26 April** 2016 between

- (1) **BIRCH ESTATE SOLAR LIMITED**, registered in England and Wales with company number 08938502 and registered address 6th Floor 33 Holborn, London, England, EC1N 2HT (the "Chargor"), and
- (2) **INVESTEC BANK 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

#### **OPERATIVE PROVISIONS**

**IT IS AGREED** as follows

##### **1 Definitions**

###### **1 1 In this Deed**

"**Debenture**" means the debenture dated on or around the date hereof between, amongst others, the Chargor and the Security Trustee, as amended, varied, novated or supplemented from time to time

"**Mortgaged Property**" means

- (a) the leasehold property specified in Schedule 1 (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

- 1 2 Unless defined in this Mortgage, or the context otherwise requires, a term defined in the Debenture has the same meaning in this Mortgage as if all references in those defined terms to the Debenture were a reference to this Mortgage



**2 Legal Charge**

The 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 the 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 the Chargor is disposing of the 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**

The 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 the 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 26 April 2016 in favour of Investec Bank Plc 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**

| <b>Description of Property</b>   | <b>Title Number</b> |
|--|---------------------|
| Land at Birch Estate, Colchester, Essex as demised by a lease dated 20 November 2015 between (1) Sir Walter Alexander Ross and Maxwell Colin Bernard Ward as the Trustees of Round 1969 Settlement Peek Fund and (2) Lightsource SPV 186 Limited | To be allocated     |



EXECUTION PAGE

THE CHARGOR

EXECUTED as a DEED  
by BIRCH ESTATE  
SOLAR LIMITED  
acting by a director  
in the presence of

)  
)  
)  
)  
)

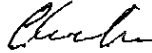


Signature of director

Name of director

CHARLES HILL

Signature of witness



Name of Witness  
(in block capitals)

Chloe Goodwin  
Trainee Solicitor  
15 Appold Street  
London EC2A 2HB

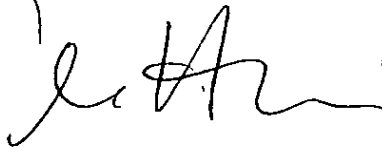
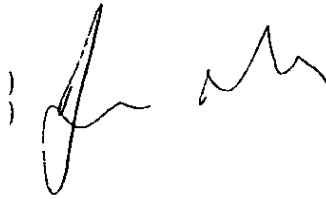
Address of Witness

Occupation of witness

THE SECURITY TRUSTEE

SIGNED by  
INVESTEC BANK PLC

)



ANDREW NOZDRUMY

MATT ROBBS

By

Address Z Gresham Street, London, EC2V 7QP

Fax +44 207 597 4913

Attention Global Lending Operations - Transaction Management

CC. Shelagh Kirkland