

MR01
Particulars of a charge



13/11/2015

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.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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



LD4 06/11/2015 #106
COMPANIES HOUSE

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

1 Company details

Company number 0800303

Company name in full Pont Andrew Limited
(the "Chargor")

3 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 04/11/2015

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 Prudential Trustee Company Limited as Senior Security Trustee
(as trustee for each of the Secured Parties)

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

The Mortgaged Property being Title No CYM33337,
Property Description The Solar Farm at Land at Pont Andrew
site, Pontybere

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"

Please limit the description to the available space

5

Other charge or fixed security

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

☒ Yes
☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue
☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

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

☒ Yes
☐ No

8

Trustee statement ①

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

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Chapud Chrome CCP

X

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 Abraham Knight 70-40601319

Company name Clifford Chance LLP (via CH London Counter)

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8000303

Charge code: 0800 0303 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th November 2015 and created by PONT ANDREW LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th November 2015.

Given at Companies House, Cardiff on 11th November 2015



Companies House



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

DATED 4 November 2015


THE OPERATING COMPANIES
AS CHARGORS

IN FAVOUR OF

PRUDENTIAL TRUSTEE COMPANY LIMITED
AS SENIOR SECURITY TRUSTEE

OPCO DEBENTURE

We hereby certify this to be a true
copy of the original

Signed.....
Date.....5/11/15
Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

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THIS DEBENTURE is made by way of deed on 4 November 2015

BY:

- (1) **THE OPERATING COMPANIES** listed in Schedule 1 (*The Chargors*) (each a "Chargor" and together the "Chargors") in favour of
- (2) **PRUDENTIAL TRUSTEE COMPANY LIMITED** as trustee for each of the Secured Parties acting pursuant to the provisions of and with the benefit of the protections set out in the Intercreditor Agreement (the "Senior Security Trustee")

IT IS AGREED as follows.

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Debenture

"Account" means each of the accounts opened or maintained by any Chargor with any bank, building society, financial institution or other person (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby

"Administration Event" means:

- (a) the presentation of an application to the court for the making of an administration order in relation to any Chargor; or
- (b) the giving of written notice by any person (who is entitled to do so) of its intention to appoint an administrator of any Chargor or the filing of such a notice with the court

"Assigned Project Accounts" means each of the Accounts described in the OpCo Debenture Side Letter (and any renewal, redesignation, replacement, subdivision or subaccount of such accounts) and any other Account that may from time to time be designated as an Operating Company Receivables Account in accordance with the Common Terms Agreement.

"Charged Assets" means all of the assets and undertaking of any Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Senior Security Trustee by or pursuant to this Debenture

"Collateral Rights" means all rights, powers and remedies of the Senior Security Trustee provided by or pursuant to this Debenture or by law

"Commercial PPA" means each Initial Commercial PPA and any other power purchase agreement entered into from time to time between any Chargor and a power purchaser for the sale of electricity exported from any Chargor's PV Plant in accordance with the Common Terms Agreement

"Counterparty Credit Support" means each O&M Guarantee, each EPC Warranty Bank Guarantee and each other guarantee or other form of credit support given from time to time to any Chargor by any other person in respect of the obligations of a party (other than that Chargor) to and under a Specific Contract.

"EPC Contract" means each construction contract specified in Schedule 5 Part A (*EPC Contracts*).

"EPC Contract Warranties" means each construction warranty specified in Schedule 5 Part B (*EPC Contract Warranties*).

"EPC Warranty Bank Guarantee" means any performance bond procured by any EPC contractor in favour of any Chargor pursuant to the EPC Contracts specified in Schedule 5 Part C (*EPC Warranty Bank Guarantees*).

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Senior Security Trustee

"Event of Default" means a Senior Event of Default or a Senior Subordinated Event of Default.

"Excluded EPC Contracts" means any EPC Contract where Thermovolt AG or Oskomera Solar Power Solutions UK Limited are named as the EPC contracting counterparty to any Chargor

"Feed in Tariff Agreement" means each Initial Feed in Tariff Agreement and any other agreement from time to time entered into between any Chargor and any other person in the form of either

- (a) the British Gas Statement of FIT Terms delivered to, and accepted by the Intercreditor Agent in accordance with the Intercreditor Agreement, or
- (b) such other feed in tariff terms as may be acceptable to the Intercreditor Agent,

together with a FIT plan executed by that Chargor and such person or equivalent documents evidencing acceptance of the FIT application for the relevant PV Plant, in a form acceptable to the Intercreditor Agent.

"FIT Legislation" means

- (c) the Feed-in Tariffs Order 2012 made under s 41(4), s43(3)(a) and s 104(2) of the Energy Act 2008, as amended,
- (d) "Condition 33 (Feed-in Tariffs)" and "Condition 34 (Implementation of Feed-in Tariffs)" of the Standard Conditions of Electricity Supply Licenses, and
- (e) the Supplier Guidance.

"FIT Payment" means all "FIT payments" (as defined in the FIT Legislation) received by any Chargor under each Feed in Tariff Agreement

"Fixed Security" means any mortgage, fixed charge or assignment expressed to be created by or pursuant to Clause 4 (*Fixed Security*) of this Debenture.

"Grid Connection Agreement" means each Initial Grid Connection Agreement and each other agreement relating to grid connection in respect of any PV Plant entered into by any Chargor from time to time.

"Initial Feed in Tariff Agreement" means each agreement specified in Schedule 7 (*Initial Feed In Tariff Agreements*)

"Initial Commercial PPA" means each agreement specified in Schedule 8 (*Power Purchase Agreements*)

"Initial Grid Connection Agreement" means each agreement specified in Schedule 6 (*Grid Connection Agreements*).

"Insurance Policy" means any policy of insurance in which any Chargor may from time to time have an interest (as amended or supplemented)

"Intellectual Property" means any patents, trade marks, service marks, designs, business and trade names, copyrights, database rights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and the benefit of all applications and rights to use such assets in which any Chargor may from time to time have an interest.

"Intercreditor Agreement" means the intercreditor agreement dated on or about the date of this Debenture between, among others, Lightsource Radiate 2 Limited, Lightsource Radiate 1 Limited, Lightsource Kingpin 3 Limited, the Chargors, the Senior Security Trustee and M&G Investment Management Ltd as intercreditor agent

"Investments" means any:

- (a) stocks, shares, debentures, securities and certificates of deposit and other instruments creating or acknowledging indebtedness, including alternative finance investment bonds,
- (b) interests in collective investment schemes, in whatever form or jurisdiction any such scheme is established, including partnership interests,
- (c) warrants and other instruments entitling the holder to subscribe for or acquire any investments described in paragraphs (a) or (b) above,
- (d) certificates and other instruments conferring contractual or property rights (other than options) in respect of the investments in paragraphs (a), (b) or (c) above; and
- (e) options to acquire any investments described in paragraphs (a), (b), (c) or (d) above,

in each case whether held directly by or to the order of any Chargor or by any trustee, nominee, custodian, fiduciary or clearance system on its behalf (including all rights

against any such trustee, nominee, custodian, fiduciary or clearance system including, without limitation, any contractual rights or any right to delivery of all or any part of such investments from time to time)

"Lease" means each of the leases specified in Schedule 11 (*Leases*)

"Lease Variation" means each of the lease variations specified in Schedule 11 (*Leases*).

"Monetary Claims" means any book and other debts and monetary claims owing to any Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, any court order or judgment, any contract or agreement to which any Chargor is a party and any other assets, property, rights or undertaking of any Chargor).

"Mortgaged Property" means the freehold and leasehold property specified in Schedule 2 (*Mortgaged Property*)

"Notice of Assignment" means a notice of assignment in substantially the form set out in Schedule 3 (*Form of Notice of Security to Account Bank*) to Schedule 5 (*Form of Notice of Assignment of Insurance Policy*) or in such form as may be specified by the Senior Security Trustee

"Notice of Charge" means a notice of charge in substantially the form set out in Schedule 3 (*Form of Notice of Security to Account Bank*) or in such form as may be specified by the Senior Security Trustee.

"O&M Agreement" means each of the contracts specified in Schedule 9 Part A (*O&M Contracts*)

"O&M Amendment Agreement" means each of the amendment agreements specified in Schedule 9 Part B (*O&M Amendment Agreements*).

"O&M Guarantee" means each of the operation and maintenance guarantees set out in Schedule 9 Part B (*O&M Guarantees*)

"O&M Guarantor" means each of the operation and maintenance guarantors set out in Schedule 9 Part B (*O&M Guarantees*).

"OpCo Debenture Side Letter" means the letter dated on the date of this Debenture addressed to the Senior Security Trustee from the Senior Notes Issuer headed 'OpCo Debenture Side Letter'

"Primary Finance Documents" means the Senior Finance Documents and the Senior Subordinated Finance Documents

"Primary Obligor" means a Senior Obligor or a Senior Subordinated Obligor

"Project Services Agreement" means each agreement specified in Schedule 10, Part A (*Project Services Agreements*)

"Project Services Guarantee" means each guarantee specified in Schedule 10, Part B (*Project Services Guarantees*).

"PV Plant" means each operational, ground mounted photovoltaic system located at a Site

"Real Property" means (including as provided in Clause 1.6 (*Real Property*)), the Mortgaged Property and any present or future freehold or leasehold or immovable property and any other interest in land or buildings and any rights relating thereto in which any Chargor has an interest.

"Receiver" means a receiver, receiver and manager or, where permitted by law, an administrative receiver and that term will include any appointee made under a joint or several appointment

"Related Rights" means, in relation to any asset

- (a) the proceeds of sale or rental 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, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset

"Secured Obligations" means all present and future obligations and liabilities at any time due, owing or incurred by the Primary Obligors to the Senior Security Trustee (whether for its own account or as trustee for the Secured Parties) or any other Secured Party under or pursuant to each of the Primary Finance Documents, whether actual or contingent, whether originally incurred by a Chargor or by any other person and whether incurred solely or jointly and as principal or surety or in any other capacity, including any liability in respect of any further advances made under the Primary Finance Documents, except for any obligation or liability which, if it were included, would cause that obligation or liability or any of the Security in respect thereof, to be unlawful, prohibited or invalid by or under any applicable law.

"Secured Parties" means the Senior Creditors and the Senior Subordinated Creditors

"Security" means a mortgage, charge, lien or other security interest securing any obligation to any person or any other agreement or arrangement having a similar effect

"Security Period" means the period beginning on the date of this Debenture and ending on the date on which the Senior Security Trustee is satisfied that the Secured Obligations have been irrevocably and unconditionally paid or discharged in full and no Secured Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to any Chargor or any other person under any of the Primary Finance Documents

"Site" means a plot of the land specified in Schedule 2 (*Mortgaged Property*)

"Specific Contracts" means the Leases, the Lease Variations, the Feed in Tariff Agreements, each Commercial PPA, each EPC Contract, each EPC Contract Warranty, each O&M Contract, each O&M Guarantee, each Grid Connection Agreement, each Project Services Agreement, each Project Services Guarantee, each Counterparty Credit Support, each VAT Indemnity Agreement and any other document to which any Chargor is or becomes a party which is designated from time to time as a Project Document by the Intercreditor Agent and the Senior Notes Issuer

"Supplier Guidance" means the guidance issued by OFGEM on 24 March 2015 titled "*Feed-in Tariffs Scheme Guidance for Licensed Electricity Suppliers (version 7.0)*" as amended from time to time.

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles, furniture, fittings and other chattels (excluding any for the time being forming part of any Chargor's stock in trade or work in progress)

"VAT Indemnity Agreement" means each of the agreements specified in Schedule 12 (*VAT Indemnity Agreements*).

1.2 Terms defined in other Primary Finance Documents

Unless defined in this Debenture, or the context otherwise requires, a term defined in the Intercreditor Agreement or in any other Primary Finance Document has the same meaning in this Debenture, or any notice given under or in connection with this Debenture

1.3 Construction

The rules of interpretation contained in clauses 1.3 (*Interpretation*) of the Intercreditor Agreement shall apply to the construction of this Debenture, or in any notice given under or in connection with this Debenture

1.4 Incorporation of provisions from Common Terms Agreement

Clauses 8.1 (*Currency indemnity*), 29.1 (*Accounts*) and 29.2 (*Certificates and determinations*) of the Common Terms Agreement are deemed to form part of this Debenture as if expressly incorporated into it and as if all references in those clauses to:

- (a) Creditors were references to the Senior Security Trustee and, in the case of clause 8.1 (*Currency indemnity*) of the Common Terms Agreement only, each other Secured Party,
- (b) the Senior Notes Issuer were references to the Chargors; and
- (c) Finance Documents were references to this Debenture.

1 5 Third party rights

A person who is not a party to this Debenture has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Debenture

1 6 Present and future assets

- (a) A reference in this Debenture to any Mortgaged Property, Charged Asset or other asset includes, unless the contrary intention appears, present and future Mortgaged Property, Charged Assets and other assets
- (b) The absence of or incomplete details of any Charged Assets in any Schedule shall not affect the validity or enforceability of any Security under this Debenture

1 7 Real Property

- (a) A reference in this Debenture to any freehold, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights.
- (b) The terms of each Primary Finance Document are incorporated into this Debenture and each other Finance Document to the extent required for any purported disposition of any Real Property contained in any Primary Finance Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1 8 Separate Security

Clauses 4.1 (*Mortgage of Real Property*) to 4 15 (*Assignment of FIT Payments*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment over each relevant asset within any particular class of assets defined in this Debenture and the failure to create an effective mortgage, fixed charge or assignment (whether arising out of this Debenture or any act or omission by any party) over any one asset shall not affect the nature or validity of the mortgage, charge or assignment imposed on any other asset whether within that same class of assets or not.

1 9 Senior Security Trustee assumes no obligation

- (a) The Senior Security Trustee shall not be under any obligation in relation to the Charged Assets as a consequence of this Debenture and each Chargor shall at all times remain liable to perform all obligations in respect of the Charged Assets
- (b) Any reference to an action of the Senior Security Trustee in this Debenture shall be construed as a reference to the Senior Security Trustee acting on instructions of the Intercreditor Agent in accordance with the provisions of, and with the benefit of the protections set out in, the Intercreditor Agreement and, without limitation, any reference to an authorisation, approval or consent of or a determination or an instruction by the Senior Security Trustee shall be construed as a reference to an authorisation, approval or consent of or a

determination or an instruction by the Senior Security Trustee acting on the instructions of the Intercreditor Agent in accordance with the provisions of the Intercreditor Agreement.

2 COVENANT TO PAY

2.1 Covenant to pay

Each Chargor covenants with the Senior Security Trustee that it shall, on demand of the Senior Security Trustee pay, discharge and satisfy the Secured Obligations in accordance with their respective terms

2.2 Default interest

If any Chargor fails to pay any amount payable by it under this Debenture on its due date, interest shall accrue on the overdue amount (both before and after judgment) from the date of demand until the date of payment calculated on a daily basis at a rate determined in accordance with and on the terms set out in clause 17.6 of the Intercreditor Agreement.

3 COMMON PROVISIONS

3.1 Common provisions as to all Security

All the Security created by or pursuant to this Debenture is

- (a) created with full title guarantee;
- (b) created in favour of the Senior Security Trustee as trustee for the Secured Parties and the Senior Security Trustee shall hold the benefit of this Debenture and the Security created by or pursuant to it on trust for the Secured Parties; and
- (c) continuing security for the payment and discharge of all the Secured Obligations.

3.2 Consent for Fixed Security

Each Chargor creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party

4 FIXED SECURITY

4.1 Mortgage of Real Property

Each Chargor charges, by way of first legal mortgage, its Mortgaged Property

4.2 Fixed charge over Real Property

Each Chargor charges (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 4.1 (*Mortgage of Real Property*)), by way of

first fixed charge, all of its rights, title and interest from time to time in and to all of its Real Property and all Related Rights.

4.3 Fixed charge over Tangible Moveable Property

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Tangible Moveable Property and all Related Rights

4.4 Fixed charge over PV Plant

Each Chargor charges, by way of first fixed charge all of its rights, title and interest from time to time in and to its PV Plant and all Related Rights

4.5 Fixed charge over Accounts

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Accounts (except for the Assigned Project Accounts) and all Related Rights.

4.6 Fixed charge over contracts

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any contract or agreement to which that Chargor is a party (except for the Specific Contracts) and all Related Rights.

4.7 Fixed charge over Monetary Claims

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture) and all Related Rights (to the extent not already charged under this Clause 4.7)

4.8 Fixed charge over Investments

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

4.9 Fixed charge over Intellectual Property

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Intellectual Property and all Related Rights.

4.10 Fixed charge over goodwill

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any goodwill, rights and claims in relation to the uncalled capital of that Chargor

4 11 Fixed charge over other assets

Each Chargor charges (to the extent not validly and effectively assigned pursuant to Clauses 4 12 (*Assignment of Accounts*) to Clause 4 15 (*Assignment of FIT Payments*), by way of first fixed charge, all of its rights, title and interest from time to time in and to each Assigned Project Account, each Specific Contract, each Insurance Policy and each FIT Payment of that Chargor and all Related Rights in relation to each of those assets

4 12 Assignment of Accounts

Each Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to each Assigned Project Account of that Chargor and all Related Rights

4 13 Assignment of Specific Contracts

Each Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to each Specific Contract of that Chargor and all Related Rights

4 14 Assignment of Insurance Policies

Each Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to the proceeds of each Insurance Policy of that Chargor and all Related Rights.

4.15 Assignment of FIT Payments

Each Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to the FIT Payments of that Chargor and all Related Rights.

5 FLOATING CHARGE

5 1 Floating charge

- (a) Each Chargor charges by way of first floating charge in favour of the Senior Security Trustee all present and future assets and undertaking of that Chargor
- (b) The floating charge created pursuant to paragraph (a) of Clause 5 1 above shall be deferred in point of priority to all Fixed Security validly and effectively created by that Chargor under the Primary Finance Documents in favour of the Senior Security Trustee as security for the Secured Obligations
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) of Clause 5 1 above

5 2 Crystallisation: by notice

The Senior Security Trustee may at any time by notice in writing to any Chargor convert the floating charge created pursuant to Clause 5 1 (*Floating Charge*) with

immediate effect into a fixed charge as regards any property or assets specified in the notice if:

- (a) an Event of Default has occurred and is continuing,
- (b) the Senior Security Trustee reasonably considers that any of the Charged Assets may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process,
- (c) the Senior Security Trustee reasonably considers that it is necessary in order to protect the priority of the Security created by this Debenture, or
- (d) any Chargor requests the Senior Security Trustee to exercise any of its powers under this Debenture

5.3 Crystallisation: automatic

Notwithstanding Clause 5.2 (*Crystallisation by notice*) and without prejudice to any law which may have a similar effect, the floating charge created pursuant to Clause 5.1 (*Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge if:

- (a) any Chargor creates or attempts to create any Security (other than any Security permitted under the terms of each Primary Finance Document), over any of the Charged Assets,
- (b) any person levies or attempts to levy any distress, execution or other process against any of the Charged Assets,
- (c) an Administration Event occurs;
- (d) a Receiver is appointed over all or any of the Charged Assets,
- (e) a meeting is convened for the passing of a resolution for the voluntary winding-up of any Chargor,
- (f) a petition is presented for the compulsory winding-up of any Chargor,
- (g) a provisional liquidator is appointed to any Chargor; or
- (h) a resolution is passed or an order is made for the dissolution or reorganisation of any Chargor,

or any analogous procedure or step is taken in any jurisdiction.

6 PROVISIONS AS TO SECURITY AND PERFECTION

6.1 Negative pledge and restriction on dealings

Except as permitted under the terms of each Primary Finance Document no Chargor shall at any time during the Security Period create or permit to subsist any Security

over all or any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets

6 2 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 Clauses 4 (*Fixed Security*) or 5 (*Floating charge*).
- (b) It shall be implied in respect of Clauses 4 (*Fixed Security*) and 5 (*Floating charge*) that each Chargor is disposing of the Charged Assets 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).

6 3 Notice of Security: Accounts

- (a) **Assigned Project Accounts.** Each Chargor shall, on the date of this Debenture or, if later, promptly upon the designation at any time of any Account as an Operating Company Receivables Account in accordance with the Common Terms Agreement, deliver to the Senior Security Trustee (or procure the delivery of) a Notice of Assignment duly executed by, or on behalf of, that Chargor in respect of each Assigned Project Account and each such Chargor shall use all reasonable endeavours to procure from each account bank, building society, financial institution or other person with which any Assigned Project Account is opened or maintained, an acknowledgement in the form set out in such Notice of Assignment
- (b) **Other Accounts** Each Chargor shall, if requested by the Senior Security Trustee from time to time, promptly deliver to the Senior Security Trustee (or procure the delivery of) a Notice of Charge in relation to the Accounts (except any Assigned Project Account) duly executed by, or on behalf of, that Chargor and each such Chargor shall use all reasonable endeavours to procure from each account bank, building society, financial institution or other person with which any Account is opened or maintained, an acknowledgement in the form set out in such Notice of Charge.

6 4 Notice of Security: other assets

- (a) Each Chargor shall, on the date of this Debenture or, if later, when requested by the Senior Security Trustee from time to time, promptly deliver to the Senior Security Trustee (or procure the delivery of) a Notice of Assignment or a Notice of Charge (as appropriate) duly executed by, or on behalf of, that Chargor in relation to any asset (other than the Accounts and the Excluded EPC Contracts) which is the subject of the Fixed Security and any floating charge which is converted into a fixed charge pursuant to Clauses 5.2 (*Crystallisation by notice*) and 5.3 (*Crystallisation automatic*).
- (b) Each Chargor shall use all reasonable endeavours to procure from each recipient of such a Notice of Assignment or a Notice of Charge (as appropriate) an acknowledgement in the form set out therein

6.5 Notice of Security: deemed notice

Any obligation of any Chargor pursuant to Clause 6.3 (*Notice of Security Accounts*) and/or Clause 6.4 (*Notice of Security other assets*) to deliver a Notice of Assignment or Notice of Charge to a given person and/or to procure from such person an acknowledgement in respect thereof shall be deemed to have been satisfied if a notice to, and acknowledgement from, such person has been incorporated into

- (a) in respect of any Assigned Project Accounts, the Account Bank Agreement;
- (b) in respect of any Specific Contract, the relevant Direct Agreement; or
- (c) in respect of any Insurance Policy, the endorsements contained in such policy

6.6 Deposit of documents of title: Investments

After the occurrence of an Event of Default, each Chargor shall promptly on the request of the Senior Security Trustee, deposit with the Senior Security Trustee (or procure the deposit of) all of the Investments and any certificates and other documents of title representing the Investments to which that Chargor (or its nominee(s)) is or becomes entitled, together with any other document which the Senior Security Trustee may reasonably request (in such form and executed in such manner as the Senior Security Trustee may reasonably require (including stock transfer forms or other instruments of transfer executed in blank by it or on its behalf), with a view to perfecting or improving its security over the Investments or to registering any Investment in its name or the name of any nominee(s).

6.7 Deposit of title deeds

Each Chargor shall

- (a) on the date of this Debenture (and promptly upon the acquisition by it of any interest in any Real Property at any time) deposit with the Senior Security Trustee (or procure the deposit of) all deeds, certificates and other documents constituting or evidencing title to such Real Property, and
- (b) at any time thereafter deposit with the Senior Security Trustee (or procure the deposit of) any further such deeds, certificates and other documents, promptly upon coming into possession of any of those items

6.8 Application to the Land Registry

Each Chargor hereby consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship Register of any registered land at any time forming part of the Real 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 [] in favour of [] referred to in the charges register [or their conveyancer] "

6 9 Registration of Intellectual Property

Each Chargor shall, if requested by the Senior Security Trustee, execute all such documents and do all such acts as the Senior Security Trustee may reasonably require to record the interest of the Senior Security Trustee in any registers relating to any registered Intellectual Property

6 10 Custodians and nominees

The Senior Security Trustee may appoint and pay any person to act as a custodian or nominee on any terms in relation to all or any part of the Charged Assets as the Senior Security Trustee may determine and the Senior Security Trustee shall not be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any such person or be bound to supervise the proceedings or acts of any such person.

7 FURTHER ASSURANCE

7 1 Extension of implied covenant

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in Clause 7 2 below.

7.2 Further assurance

Each Chargor shall promptly, at its own cost, take all such action (including making all filings, registrations and notarisations) and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Senior Security Trustee may reasonably specify (and in such form as the Senior Security Trustee may reasonably require) in favour of the Senior Security Trustee or its nominee(s)

- (i) to create, perfect, protect and/or maintain the Security created or intended to be created in respect of the Charged Assets (which may include the execution by that Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, the Charged Assets) or for the exercise of the Collateral Rights,
- (ii) to confer on the Senior Security Trustee Security over any asset or undertaking of that Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be conferred by or pursuant to this Debenture, and/or
- (iii) to facilitate the realisation of the Charged Assets.

7 3 Consents

- (a) Each Chargor shall as soon as possible use all reasonable endeavours to obtain any consents necessary or to remove any restriction on the creation of Security (in each case in form and substance satisfactory to the Senior Security Trustee,

acting reasonably) to enable the assets of that Chargor to be the subject of the relevant Fixed Security pursuant to this Debenture.

- (b) Immediately upon obtaining any such consent or removing any such restriction, the asset concerned will become subject to that Fixed Security and each relevant Chargor shall promptly deliver a copy of such consent or evidence of such removal to the Senior Security Trustee.

8 INVESTMENTS

8 1 Investments: Payment of calls

Each Chargor shall pay when due all calls or other payments which may be or become due in respect of any of the Investments, and in any case of default by it in such payment, the Senior Security Trustee may, if it thinks fit, make such payment on its behalf

8 2 Investments: Exercise of rights

No Chargor shall exercise any of its rights and powers in relation to any of the Investments in any manner which would prejudice the value of, or the ability of the Senior Security Trustee to realise, the Security created pursuant to this Debenture.

9 ACCOUNTS

9 1 Accounts: Notification and variation

- (a) Each Chargor shall promptly deliver to the Senior Security Trustee on the date of this Debenture (and, if any change occurs thereafter, on the date of such change), details of each Account (other than those Accounts the details of which are already set out in the Account Bank Agreement) opened or maintained by it with any bank, building society, financial institution or other person
- (b) No Chargor shall, without the Senior Security Trustee's prior written consent, permit or agree to any variation of the rights attaching to any Account or close any Account.

9 2 Accounts: Operation before Event of Default

Each Chargor shall, prior to the occurrence of an Event of Default, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account subject to the terms of the Primary Finance Documents.

9.3 Accounts: Operation after Event of Default

After the occurrence of an Event of Default which is continuing, no Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior consent of the Senior Security Trustee.

9 4 Accounts: Application of monies

The Senior Security Trustee shall, upon the occurrence of an Event of Default which is continuing, be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 18 (*Application of Proceeds*)

10. MONETARY CLAIMS

10.1 Release of Monetary Claims: Before Event of Default

Prior to the occurrence of an Event of Default, the proceeds of the realisation of the Monetary Claims shall (subject to any restriction on the application of such proceeds contained in this Debenture or in the Primary Finance Documents), upon such proceeds being credited to an Account, be applied in accordance with the terms of the Primary Finance Documents

10.2 Release of Monetary Claims: After Event of Default

After the occurrence of an Event of Default which is continuing, no Chargor shall , except with the prior written consent of the Senior Security Trustee, be entitled to withdraw or otherwise transfer the proceeds of the realisation of any Monetary Claims standing to the credit of any Account.

11 INSURANCES

All monies received under any Insurance Policies relating to the Charged Assets shall be applied in accordance with the terms of the Common Terms Agreement

12 REAL PROPERTY

12 1 Property: Notification

Each Chargor shall immediately notify the Senior Security Trustee of any contract, conveyance, transfer or other disposition for the acquisition by such Chargor (or its nominee(s)) of any Real Property.

12.2 Title

Each Chargor shall

- (a) observe and perform all restrictive and other covenants, stipulations and obligations now or at any time affecting the Real Property insofar as the same are subsisting and are capable of being enforced,
- (b) duly and diligently enforce all restrictive or other covenants, stipulations and obligations benefiting the Real Property and not waive, release or vary (or agree to do so) the obligations of any other party thereto; and
- (c) promptly take all such steps (including, without limitation, the execution, completion and delivery of documentation, returns, forms and certificates, the

answering of any questions or correspondence from any relevant Tax Authority or any land registry, the payment of any fees, stamp duty land tax, penalties and interest and the delivery of any stamp duty land tax certificates received from any Tax Authority to the Senior Security Trustee as soon as received by it), as may be necessary or desirable to enable the Security expressed to be created by the Finance Documents to be validly registered at any land registry

12.3 Freehold Property and Occupational Leases

No Chargor shall

- (a) without the prior written consent of the Senior Security Trustee
 - (i) acquire any freehold or leasehold property;
 - (ii) enter into any agreement for lease, or
 - (iii) grant any new occupational lease
- (b) without the prior written consent of the Senior Security Trustee
 - (i) agree to any amendment, waiver or release in respect of the Lease,
 - (ii) grant any new contractual licence or right to occupy any part of the Real Property at any time forming part of the Charged Assets after the date of this Debenture;
 - (iii) consent to any assignment or underletting or alterations or change of use in respect of its interest under any Lease, or
 - (iv) accept or permit the surrender of all or any part of any Lease

12.4 Lease covenants

Each Chargor shall, in relation to any lease, agreement for lease or other right to occupy to which the Real Property which at any time forms part of the Charged Assets is at any time subject

- (a) observe and perform in all material respects the covenants, conditions and obligations imposed (if the lessor) on the lessor or (if the lessee) on the lessee, and
- (b) not do any act or thing whereby any lease or other document which gives any right to occupy any part of the Real Property that becomes or may become subject to determination or any right of re-entry or forfeiture prior to the expiration of its term.

12.5 Repair

Each Chargor shall

- (a) repair and keep in good and substantial repair and condition, in all material respects, all of the Real Property and any other machinery and equipment forming part of the Real Property,
- (b) promptly, after being required to do so by the Senior Security Trustee, make good any want of repair on any part of the Real Property at any time forming part of the Charged Assets, and

12.6 Alterations

No Chargor shall at any time, without the prior written consent of the Senior Security Trustee

- (a) effect, carry out or permit any demolition, reconstruction, redevelopment or rebuilding of or any structural alteration to, or material change in the use of any Real Property which at any time forms part of the Charged Assets, or
- (b) sever, unfix or remove any of the fixtures for the purpose and in the course of effecting necessary repairs thereto or of replacing the same with new or improved models or substitutes) thereon belonging to or in use by that Chargor

12.7 Notices

- (a) Each Chargor shall promptly give full particulars to the Senior Security Trustee of any material notice, order, directive, designation, resolution or proposal having application to all the Real Property which at any time forms part of the Charged Assets or to the area in which it is situate by any planning authority or other public body or authority under or by virtue of the Planning Laws or any other statutory power or powers conferred by any other law, and
- (b) If at any time a Chargor fails to perform or comply with Clause 12.7(a), or the Senior Security Trustee (acting reasonably) has grounds to believe that a Chargor has failed to perform or comply with Clause 12.7(a), the Senior Security Trustee may at the cost of any Chargor take all reasonable or expedient steps to ensure compliance with any such notice or order and may at the cost of that Chargor make such objection or objections or representations against or in respect of any proposal for such a notice or order as the Senior Security Trustee (acting reasonably) considers expedient.

12.8 Pay rents, charges and Taxes

Each Chargor shall punctually pay or cause to be paid and indemnify the Senior Security Trustee on demand against all existing and future rents, taxes, fees, renewal fees, charges, assessments, impositions and outgoings whatsoever whether imposed by deed or by statute or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character which now or at any time during the continuance of the security constituted by or pursuant to this Debenture are payable in respect of any property or any part thereof

12.9 Entry and power to remedy breaches

- (a) If any Chargor fails, or is considered by the Senior Security Trustee (acting reasonably) to have failed to have performed, any obligation under this Clause 12 (*Real Property*), it shall be lawful for the Senior Security Trustee (without any obligation to do so) to enter upon any Real Property which at any time forms part of the Charged Assets with or without agents appointed by it, architects, contractors, workmen and others as it may determine and execute such works and take such steps as may, in the opinion of the Senior Security Trustee (acting reasonably), be required to remedy or rectify any such failure and do or take any action on or in relation to that Real Property as may in the opinion of the Senior Security Trustee be required to remedy or rectify such failure.
- (b) The fees, costs and expenses incurred by the Senior Security Trustee for such works and taking such steps shall be reimbursed by the relevant Chargor to the Senior Security Trustee on demand.
- (c) The exercise by the Senior Security Trustee of its powers under this Clause 12.9 shall not render any Secured Party liable to account as mortgagee in possession.

13 GENERAL UNDERTAKINGS

13.1 Intellectual Property

Each Chargor shall during the Security Period in respect of any Intellectual Property which is material to or required in connection with its business:

- (a) use all reasonable measures to protect, preserve and maintain the subsistence, validity and value of any such Intellectual Property, and
- (b) not use or permit any such Intellectual Property to be used in any way which may materially and adversely affect its value

13.2 Information and access

Each Chargor shall from time to time on request of the Senior Security Trustee, furnish the Senior Security Trustee with such information as the Senior Security Trustee may reasonably require about that Chargor's business and affairs, the Charged Assets and its compliance with the terms of this Debenture and that Chargor shall permit the Senior Security Trustee, its representatives, professional advisers and contractors, free access at all reasonable times and on reasonable notice (a) to inspect and take copies and extracts from the books, accounts and records of that Chargor and (b) to view the Charged Assets (without becoming liable as mortgagee in possession)

14 ENFORCEMENT OF SECURITY

14 1 Enforcement

Any time after the occurrence of

- (a) an Event of Default which is continuing, or
- (b) a request from any Chargor to the Senior Security Trustee that it exercise any of its powers under this Debenture,

the Security created by or pursuant to this Debenture is immediately enforceable and the Senior Security Trustee may, without notice to any Chargor or prior authorisation from any court, in its absolute discretion

- (i) secure and perfect its title to all or any part of the Charged Assets,
- (ii) 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 Charged Assets (and any assets of the relevant Chargor which, when got in, would be part of the Charged Assets) at the times, in the manner and on the terms it thinks fit (including whether for cash or non-cash consideration), and
- (iii) whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Debenture) on mortgagees and by this Debenture on any Receiver or otherwise conferred by law on mortgagees or Receivers

14 2 Effect of moratorium

The Senior Security Trustee shall not be entitled to exercise its rights under Clause 14 1 (*Enforcement*) or Clause 5.2 (*Crystallisation by notice*) where the right arises as a result of an Event of Default occurring solely due to any person obtaining, or taking steps to obtain, a moratorium pursuant to Schedule A1 of the Insolvency Act 1986

15. EXTENSION OF POWERS AND RIGHT OF APPROPRIATION

15 1 Extension of power of sale

The power of sale or other disposal conferred on the Senior Security Trustee and on any Receiver by this Debenture shall operate as a variation and extension of the statutory power of sale under section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on the date of this Debenture

15.2 Restrictions

The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or to the exercise by the Senior Security Trustee of

its right to consolidate all or any of the Security created by or pursuant to this Debenture with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Senior Security Trustee without notice to any Chargor on or at any time after the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 14 (*Enforcement of Security*)

15.3 Power of leasing

- (a) The statutory powers of leasing may be exercised by the Senior Security Trustee at any time on or after this Debenture has become enforceable in accordance with Clause 14 (*Enforcement of Security*) and the Senior Security Trustee and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with sections 99 and 100 of the Law of Property Act 1925.
- (b) For the purposes of sections 99 and 100 of the Law of Property Act 1925, the expression "Mortgagor" will include any incumbrancer deriving title under any Chargor and neither section 99(18) nor section 100(12) of the Law of Property Act 1925 will apply
- (c) No Chargor shall have, at any time during the Security Period, the power pursuant to section 99 of the Law of Property Act 1925, to make any lease in respect of any Real Property without the prior written consent of the Senior Security Trustee or as permitted pursuant to the terms of the Common Terms Agreement.

15.4 Right of appropriation

After the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 14.1 (*Enforcement*) to the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003, as amended, (the "**Regulations**") apply to a Charged Asset, the Senior Security Trustee shall have the right to appropriate all or any part of that Charged Asset in or towards the payment or discharge of the Secured Obligations and may exercise such right to appropriate upon giving written notice to the relevant Chargor. For this purpose, the parties agree that the value of that Charged Asset shall be.

- (a) in the case of cash, the amount standing to the credit of each of the Accounts, together with any accrued but unposted interest, at the time of appropriation; and
- (b) in the case of any Investments, the market value of such Investments determined by the Senior Security Trustee by reference to a public index or independent valuation, or by such other process as the Senior Security Trustee may select.

In each case, the parties further agree that the method of valuation provided for in this Debenture shall be in accordance with clause 4.4 of the Intercreditor Agreement

15 5 Statutory powers

The powers conferred by this Debenture on the Senior Security Trustee are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the Law of Property Act 1925, the Insolvency Act 1986 or otherwise by law (as extended by this Debenture) and such powers shall remain exercisable from time to time by the Senior Security Trustee in respect of any part of the Charged Assets. In the case of any conflict between the statutory powers contained in any such Acts and those conferred by this Debenture, the terms of this Debenture shall prevail

16 APPOINTMENT OF RECEIVER

16 1 Appointment and removal

After the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 14 1 (*Enforcement*), the Senior Security Trustee may by deed or otherwise (acting through an authorised officer of the Senior Security Trustee)

- (a) without prior notice to any Chargor:
 - (i) appoint one or more persons to be a Receiver of the whole or any part of the Charged Assets;
 - (ii) appoint two or more Receivers of separate parts of the Charged Assets;
 - (iii) remove (so far as it is lawfully able) any Receiver so appointed,
 - (iv) appoint another person(s) as an additional or replacement Receiver(s), and
 - (v) appoint one or more persons to be an administrator of any Chargor pursuant to paragraph 14 of Schedule B1 of the Insolvency Act 1986, and
- (b) following notice to the relevant Chargor, appoint one or more persons to be an administrator of that Chargor pursuant to paragraph 12 of Schedule B1 of the Insolvency Act 1986.

16 2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 16 1 (*Appointment and removal*) shall be

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver,
- (b) the agent of each Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Senior Security Trustee, and

- (c) entitled to remuneration for his services at a rate to be fixed by the Senior Security Trustee from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925)

16.3 Statutory powers of appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Senior Security Trustee under the Law of Property Act 1925 (as extended by this Debenture) or otherwise and such powers shall remain exercisable from time to time by the Senior Security Trustee in respect of any part of the Charged Assets.

17. POWERS OF RECEIVERS

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of any Chargor) have and be entitled to exercise, in relation to the Charged Assets (and any assets of any Chargor which, when got in, would be Charged Assets) in respect of which he was appointed, and as varied and extended by the provisions of this Debenture (in the name of or on behalf of any Chargor or in his own name and, in each case, at the cost of that Chargor).

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act,
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver),
- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which any Chargor itself could do or omit to do; and
- (d) the power to do all things (including bringing or defending proceedings in the name or on behalf of any Chargor) which seem to the Receiver to be incidental or conducive to.
 - (i) any of the functions, powers, authorities or discretions conferred on or vested in him,
 - (ii) the exercise of the Collateral Rights (including realisation of all or any part of the assets in respect of which that Receiver was appointed), or
 - (iii) bringing to his hands any assets of any Chargor forming part of, or which when got in would be, Charged Assets

18. APPLICATION OF PROCEEDS

All monies received or recovered and any non-cash recoveries made or received by the Senior Security Trustee or any Receiver pursuant to this Debenture or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied by the Senior Security Trustee (notwithstanding any purported appropriation by any Chargor) in accordance with the terms of the Intercreditor Agreement

19. PROTECTION OF PURCHASERS

19 1 Consideration

The receipt of the Senior Security Trustee or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Assets or making any acquisition, the Senior Security Trustee or any Receiver may do so for such consideration (whether cash or non-cash), in such manner and on such terms as it thinks fit

19 2 Protection of purchasers

No purchaser or other person dealing with the Senior Security Trustee or any Receiver shall be bound to inquire whether the right of the Senior Security Trustee or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned to inquire whether that power has been properly or regularly exercised by the Senior Security Trustee or such Receiver in such dealings

20. POWER OF ATTORNEY

20 1 Appointment and powers

Each Chargor by way of security irrevocably appoints the Senior Security Trustee and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required for:

- (a) carrying out any obligation imposed on any Chargor by this Debenture or any other agreement binding on such Chargor to which the Senior Security Trustee is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting and/or releasing the Security created or intended to be created in respect of the Charged Assets), and
- (b) enabling the Senior Security Trustee and any Receiver to exercise, or delegate the exercise of, any of the Collateral Rights (including, after the occurrence of an Event of Default, the exercise of any right of a legal or beneficial owner of the Charged Assets)

20 2 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers

21. EFFECTIVENESS OF SECURITY

21 1 Continuing security

- (a) The Security created by or pursuant to this Debenture shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Senior Security Trustee in writing

- (b) No part of the Security from time to time intended to be created by this Debenture will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations

21 2 Cumulative rights

The Security created by or pursuant to this Debenture, and the Collateral Rights, shall be cumulative, in addition to and independent of every other Security which the Senior Security Trustee or any other Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent Security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security. No prior Security held by the Senior Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Assets shall merge into the Security created by this Debenture

21 3 No prejudice

The Security created by or pursuant to this Debenture, and the Collateral Rights, shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to any Chargor or any other person, or the Senior Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Senior Security Trustee holds the Security or by any other thing which might otherwise prejudice that Security or any Collateral Right

21 4 Remedies and waivers

No failure on the part of the Senior Security Trustee to exercise, nor any delay on its part in exercising, any Collateral Right, shall operate as a waiver of that Collateral Right or constitute an election to affirm this Debenture. No election to affirm this Debenture on the part of the Senior Security Trustee shall be effective unless it is in writing. No single or partial exercise of any Collateral Right shall preclude any further or other exercise of that or any other Collateral Right

21 5 No liability

None of the Senior Security Trustee, its nominee(s) or any Receiver shall be liable:

- (a) to account as a mortgagee or mortgagee in possession, or
- (b) for any loss arising by reason of taking any action permitted by this Debenture or any neglect or default in connection with the Charged Assets or taking possession of or realising all or any part of the Charged Assets,

except in the case of gross negligence, wilful default or fraud upon its part.

21 6 Partial invalidity

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Debenture nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the Security intended to be created by or pursuant to this Debenture is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security.

21 7 Waiver of defences

The obligations assumed, and the Security created, by each Chargor under this Debenture, and the Collateral Rights, will not be affected by any act, omission, matter or thing which, but for this Clause 21 7, would reduce, release or prejudice any of its obligations under, or the Security created by, this Debenture (whether or not known to that Chargor or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Primary Obligor or other person,
- (b) the release of any other Primary Obligor or any other person under the terms of any composition or arrangement with any creditor of any Affiliate of any Primary Obligor,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Primary Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, any Primary Obligor or any other person,
- (e) any amendment, novation, supplement, extension, restatement (in each case, however fundamental and whether or not more onerous) or replacement of a Primary Finance Document or any other document or Security or of the Secured Obligations including any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Primary Finance Document or other document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Primary Finance Document or any other document or Security or of the Secured Obligations, and
- (g) any insolvency or similar proceedings.

21 8 Chargor intent

Without prejudice to the generality of Clause 21 7 (*Waiver of Defences*), each Chargor expressly confirms that it intends that the Security created under this

Debenture, and the Collateral Rights, shall extend from time to time to any (however fundamental and of whatsoever nature, and whether or not more onerous) variation, increase, extension or addition of or to any of the Primary Finance Documents and/or any facility or amount made available under any of the Primary Finance Documents for the purposes of or in connection with any of the following business acquisitions of any nature, increasing working capital, enabling investor distributions to be made, carrying out restructurings, refinancing existing facilities, refinancing any other indebtedness, making facilities available to new borrowers, any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing

21.9 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any other person before claiming from that Chargor under this Debenture or enforcing the Security created by this Debenture. This waiver applies irrespective of any law or any provision of this Debenture to the contrary.

21.10 Deferral of rights

Until the end of the Security Period, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Debenture

- (a) to be indemnified by a Primary Obligor or in respect of any other person,
- (b) to claim any contribution from any guarantor or any other person in respect of any Primary Obligor's obligations under the Primary Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under the Primary Finance Documents or of any other guarantee or Security taken pursuant to, or in connection with, the Primary Finance Documents by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring any Primary Obligor or other person to make any payment, or perform any obligation, in respect of which any Primary Obligor or other person has given a guarantee, undertaking or indemnity under any Primary Finance Document,
- (e) to exercise any right of set-off against any Primary Obligor or other person, and/or
- (f) to claim or prove as a creditor of any Primary Obligor or other person in competition with any Secured Party

If any Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to any Secured Party by the Primary Obligors under or in connection with the Primary Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the

Senior Security Trustee or as the Senior Security Trustee may direct for application in accordance with Clause 18 (*Application of Proceeds*).

21 11 Additional Security

The Security created by each Chargor under this Debenture and the Collateral Rights are in addition to and are not in any way prejudiced by any other guarantee or Security now or subsequently held by any Secured Party

22 PRIOR SECURITY INTERESTS

22.1 Redemption or transfer

In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Charged Assets or in case of exercise by the Senior Security Trustee or any Receiver of any power of sale or right of appropriation or application under this Debenture, the Senior Security Trustee may redeem such prior Security or procure the transfer thereof to itself

22 2 Accounts

The Senior Security Trustee may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on each Chargor.

22 3 Costs of redemption or transfer

All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by each Chargor to the Senior Security Trustee, or as the Senior Security Trustee may direct, on demand together with accrued interest thereon calculated in accordance with Clause 2 2 (*Default interest*).

23 SUBSEQUENT SECURITY INTERESTS

If the Senior Security Trustee (acting in its capacity as trustee or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security, assignment or transfer affecting all or any part of the Charged Assets which is prohibited by the terms of any Primary Finance Document, all payments thereafter made by or on behalf of the relevant Chargor to the Senior Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Secured Parties will (in the absence of any express contrary appropriation by that Chargor) be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received

24 SUSPENSE ACCOUNTS

All monies received, recovered or realised by the Senior Security Trustee under this Debenture (including the proceeds of any conversion of currency) may in the discretion of the Senior Security Trustee be credited to any interest bearing suspense or impersonal account(s) maintained with any bank, building society, financial institution or other person which the Senior Security Trustee considers appropriate

(including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Senior Security Trustee's discretion, in or towards the discharge of any of the Secured Obligations and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above.

25 RELEASE OF SECURITY

25 1 Release of Security

Upon the expiry of the Security Period, the Senior Security Trustee shall promptly, at the request and cost of each Chargor, release and cancel the Security created by this Debenture and procure the reassignment to the relevant Chargor of the property and assets assigned to the Senior Security Trustee pursuant to this Debenture, in each case subject to Clause 25.2 (*Clawback*) and without recourse to, or any representation or warranty by, the Senior Security Trustee or any of its nominees

25 2 Clawback

If the Senior Security Trustee considers that any amount paid or credited to any Secured Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of each Chargor under this Debenture and the Security created by this Debenture will continue and such amount will not be considered to have been irrevocably paid or credited.

26. SET-OFF

Each Chargor authorises the Senior Security Trustee (but the Senior Security Trustee shall not be obliged to exercise such right), after the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 14 1 (*Enforcement*), to set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Senior Security Trustee to any Chargor and apply any credit balance to which that Chargor is entitled on any account with the Senior Security Trustee in accordance with Clause 18 (*Application of Proceeds*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account)

27 ASSIGNMENT

27 1 No assignments or transfers by Chargor

No Chargor may assign any of its rights or transfer any of its rights or obligations under this Debenture

27 2 Assignments by the Senior Security Trustee

The Senior Security Trustee may, subject to any restrictions set out in the Intercreditor Agreement, assign all or any of its rights under this Debenture. Subject to the provisions of the Intercreditor Agreement, the Senior Security Trustee shall be entitled to disclose such information concerning any Chargor and this Debenture as the Senior Security Trustee (acting reasonably) considers appropriate to any actual or

proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

27.3 Successors

This Debenture shall remain in effect despite any amalgamation or merger (however effected) relating to the Senior Security Trustee. References to the Senior Security Trustee shall include (i) any assignee or successor in title of the Senior Security Trustee, (ii) any entity into which the Senior Security Trustee is merged or converted or with which it may be consolidated, (iii) any legal entity resulting from any merger, conversion or consolidation to which such Senior Security Trustee is a party and (iv) any other person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Senior Security Trustee under this Debenture or to which, under such laws, those rights and obligations have been transferred (such person described in (i) to (iv) being a successor to the Senior Security Trustee for all purposes under the Primary Finance Documents).

28 NOTICES

Each communication to be made under or in connection with this Debenture shall be made in writing and in accordance with clause 28 (*Notices*) of the Common Terms Agreement.

29 CURRENCY CONVERSION

- (a) For the purpose of or pending the discharge of any of the Secured Obligations the Senior Security Trustee may convert any monies received, recovered or realised by the Senior Security Trustee from one currency to another, at the spot rate at which the Senior Security Trustee is able to purchase the currency in which the Secured Obligations are due with the amount received, recovered or realised
- (b) The obligations of each Chargor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

30 COUNTERPARTS

This Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Debenture.

31 DISCRETION AND DELEGATION

31.1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Debenture by the Senior Security Trustee or any Receiver may, subject to the terms and conditions of the Intercreditor Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons

31.2 Delegation

Each of the Senior Security Trustee and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Debenture (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Senior Security Trustee or the Receiver itself

32. GOVERNING LAW

This Debenture and all non-contractual obligations arising out of or in connection with it are governed by English law.

33. JURISDICTION

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to non-contractual obligations arising out of or in connection with this Debenture or a dispute regarding the existence, validity or termination of this Debenture) (a "**Dispute**").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 33 is for the benefit of the Senior Creditors only. As a result, no Creditor shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Senior Creditors may take concurrent proceedings in any number of jurisdictions.

THIS DEBENTURE has been signed by the Senior Security Trustee and executed as a deed by each Chargor and is delivered by it as a deed on the date stated at the beginning of this Debenture

**SCHEDULE 1
THE CHARGORS**

1. Meri Power Limited, registration number 0744712.
2. Donoma Power Limited, registration number 07447342
3. Kala Power Limited, registration number 07447594.
4. Tonatiuh Trading 1 Limited, registration number 07367379.
5. Palk Power Limited, registration number 07447512
6. Aashman Power Limited, registration number 07447165
7. Shakti Power Limited, registration number 07447080.
8. Sula Power Limited, registration number 07447573
9. Nextpower Trevemper Limited, registration number 07601777
10. Tuwale Power Limited, registration number 07447518
11. Nima Power Limited, registration number 07447574
12. Gnowee Power Limited, registration number 07447559.
13. Manor Farm (Solar Power) Ltd, registration number 07624543.
14. Howbery Solar Park Limited, registration number 07488025
15. Lightsource SPV 5 Limited, registration number 07738865
16. Lightsource SPV 49 Limited, registration number 07957102
17. Lora Solar Limited, registration number 07932140.
18. TGC Solar 91 Limited, registration number 07521274
19. Pont Andrew Limited, registration number 08000303.
20. Ffos Las Solar Developments Limited, registration number 07605959
21. Chittering Solar Limited, registration number 07676618
22. TGC Solar 106 Limited, registration number 07521286.
23. MTS Trefinnick Solar Ltd, registration number 08096294
24. Lightsource SPV 8 Limited, registration number 07738953.
25. Lightsource SPV 69 Limited, registration number 07985092.

26. Lightsource SPV 32 Limited, registration number 07743912
27. Burnthouse Solar Limited, registration number 08751505
28. Lightsource SPV 76 Limited, registration number 07985119
29. Sun and Soil Renewable 12 Limited, registration number 08766219
30. Lightsource SPV 26 Limited, registration number 07743783.
31. Lightsource SPV 50 Limited, registration number 07957055
32. Lightsource SPV 79 Limited, registration number 07985100
33. Lightsource SPV 106 Limited, registration number 08752608

SCHEDULE 2
MORTGAGED PROPERTY

Chargor	Property Description	Title Number
Meri Power Limited	The land at Benbole Farm, St Kew Highway, Bodmin PL30 3EF	CL281427
Donoma Power Limited	The land on the north east side of Cotham Lane, The Grange, Hawton, Newark.	NT473410
Kala Power Limited	The land at Howton Farm, Pillaton, Saltash, Cornwall PL12 6QY.	CL282303
Tonatiuh Trading 1 Limited	The land on the north west side of Toll Bar Road, Marston, Grantham	LL338678
Palk Power Limited	The land at Sandhill Park, Bishops Lydeard, Taunton Dean, Somerset.	ST291438
Aashman Power Limited	The land at Mingay Farm, Wilburton, Cambridgeshire.	CB361728 and CB394945
Shakti Power Limited	The land on the east side of High Loxley Road, Dunsfold, Cranleigh, Surrey GU6 8TB	SY801099
Sula Power Limited	The airspace above the roof of the Main Warehouse on the south side of Benacre Road, Ellough, Suffolk NR34 7TB.	SK336440
Nextpower Trevemper Limited	The land at Trevemper Farm, Crantock, Newquay, Cornwall	CL285496
Tuwale Power Limited	The land at the south east side of Long Sutton Butterfly and Wildlife Park, Little London, Long Sutton PE12 9LE	LL326415
Nima Power Limited	The land at Wheal Jane, Baldhu, Truro, Cornwall TR3 6EE	CL281501 and CL281566

Gnowee Power Limited	The land at Long Sutton Butterfly and Wildlife Park, Long Sutton, Spalding, PE12 9LE.	LL326421
Manor Farm (Solar Power) Ltd	The land at Manor Farm, West Lydford, Somerton, Somerset TA11 7BT	WS60048
Howbery Solar Park Limited	The land at Howbery Park, Wallingford, Oxon, OX10 8BA.	ON297696
Lightsource SPV 5 Limited	The land at Solar Farm at Summerlands, Poughill Crediton, Devon EX17 4DF.	DN227214
Lightsource SPV 49 Limited	The land at West Bradley, Templeton, Tiverton	DN625492
Lora Solar Limited	The land at Newhouse Field, Whitefield Farm, Cadland Estate, Langley	HP659908
TGC Solar 91 Limited	The Solar Farm at Great Knowle Farm, Pyworthy, Holsworthy, Devon.	DN62584
Pont Andrew Limited	The Solar Farm at Land at Pont Andrew site, Pontybere	CYM33337
Ffos Las Solar Developments Limited	The Solar Farm at Land at Ffos Las, Carway and the land at Bryn Llu Farm Trimsaran Kidwelly (together with the airspace above).	CYM113768 and CYM309000
Chittering Solar Limited	The land at Radical Farm Chittering known as land lying to the east of Ely Road, Chittering	CB362718
TGC Solar 106 Limited	The land at the Solar Farm Estate, Eastacombe Farm, Clawton, Holsworthy, Devon	DN555783
MTS Trefinnick Solar Ltd	The land at Trefinnick Farm, Trefinnick Road, Brayshop, nr Callington, Cornwall PL17 8QC	CL297141

Lightsource SPV 8 Limited	The land lying to the North of Lower Kingdon, Gammaton, Bideford	DN637775
Lightsource SPV 69 Limited	The Solar Farm at the land at Diptford Farm Stoodleigh Tiverton Devon	DN473300
Lightsource SPV 32 Limited	The Solar Farm at Land Rudge Hill Farm, Sturminster, Newton, Dorset, DT10 2AB	DT403442
Burnthouse Solar Limited	The Solar Farm at Land at Burnt House Farm, Whittlesey.	CB130715
Lightsource SPV 76 Limited	The Solar Farm at Land at Treguff Farm Cowbridge Vale of Glamorgan.	CYM630630
Sun and Soil Renewable 12 Limited	The Solar Farm at Land at Primrose Hill Farm, Bardney Road, Wragby (including the air-space above and the sub-soil down to a depth of 3 metres from the surface)	LL353872
Lightsource SPV 26 Limited	The Solar Farm at Land at East of Potman's Lane, Catsfield, Battle, East Sussex TN33 9BL	SX4156 and ESX342390
Lightsource SPV 50 Limited	The Solar Farm at Land adjacent to Henbury Quarry, Old Market Road, Corfe Mullen, Wimborne, Dorset.	DT411736
Lightsource SPV 79 Limited	The Solar Farm at Land at North Heath Farm	WT413045
Lightsource SPV 106 Limited	The Solar Farm at Land at Manor Farm, Eggington	BD298590

SCHEDULE 3
FORM OF NOTICE OF SECURITY TO ACCOUNT BANK

To: *[Account Bank/other financial institution]*

Date []

Dear Sirs

We refer to the Opco debenture dated __ October 2015 (the "**Debenture**") Terms defined in the Debenture shall have the same meaning in this notice unless the context otherwise requires

We give you notice that, pursuant to the Debenture, we have [assigned]/[charged by way of fixed charge] to Prudential Trustee Company Limited (the "**Senior Security Trustee**") as trustee for the Secured Parties acting pursuant to the provisions of, and with the benefit of the protections set out in the Intercreditor Agreement all of our right, title and interest from time to time in and to the account[s] listed below maintained with your [bank/building society/financial institution] (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby

Account Name[s] []

Sort Code[s] []

Account No[s]. []

[repeat list as necessary]

We irrevocably instruct and authorise you to disclose to the Senior Security Trustee without any reference to or further authority from us and without any inquiry by you as to the justification for such disclosure, such information relating to [the]/[any] account[s] maintained with you from time to time as the Senior Security Trustee may request you to disclose to it.

We further instruct and authorise you to act only in accordance with the Senior Security Trustee's instructions following receipt by you of a notice of the occurrence of an Event of Default issued by the Senior Security Trustee Until such notice is received by you, we are authorised by the Senior Security Trustee to receive, withdraw or otherwise transfer any credit balance from time to time on any Account subject to the terms of the Primary Finance Documents

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Senior Security Trustee at [] marked for the attention of [].

Yours faithfully,

.....
for and on behalf of
[Insert Chargor name]

**Form of Acknowledgement of Notice of
Security by Account Bank**

To Prudential Trustee Company Limited (the "**Senior Security Trustee**")

Date.

Dear Sirs

We refer to the Opco debenture dated __ October 2015 (the "**Debenture**"). Terms defined in the Debenture shall have the same meaning in this acknowledgement unless the context otherwise requires.

We confirm receipt from [*Insert Chargor name*] (the "**Chargor**") of a notice dated [] of [an assignment]/[a fixed charge] upon the terms of the Debenture of all the Chargor's rights, claims, title and interest in and to, and all monies (including interest) from time to time standing to the credit of the following account[s] which [is/are] maintained with us and the debt or debts represented thereby

[*List relevant accounts here*]

(the "**Account[s]**")

We confirm that the balance standing to the Account[s] at today's date is [], no fees or periodic charges are payable in respect of the Account[s] and there are no restrictions on (a) the payment of the credit balance on the Account[s] [(except, in the case of a time deposit, the expiry of the relevant period)] or (b) the creation of Security over the Account[s] in favour of the Senior Security Trustee or any third party

We unconditionally and irrevocably waive all rights of set-off, lien, combination or consolidation of accounts and security in respect of any Account[s] and similar rights (however described) which we may have now or in the future in respect of [each of] the Account[s] or the balance thereon to the extent that such rights relate to amounts owed to us by the Chargor

We confirm that we have not received notice of the interest of any third party in [any of] the Account[s] and will not, without the Senior Security Trustee's prior written consent, amend or vary any rights attaching to the Account[s]

Following our receipt from the Senior Security Trustee of a notice of the occurrence of an Event of Default, we will act only in accordance with the instructions given by persons authorised by the Senior Security Trustee and we shall send all statements and other notices given by us relating to the Account[s] to the Senior Security Trustee

This letter and all non-contractual obligations arising out of or in connection with it are to be governed by and will be construed in accordance with English law.

Yours faithfully,

for and on behalf of
[Account Bank/other financial institution]

cc. [Insert Chargor name]

SCHEDULE 4
FORM OF NOTICE OF ASSIGNMENT OF SPECIFIC CONTRACT

To []

Date []

Dear Sirs

We refer to the Opco debenture dated __ October 2015 (the "**Debenture**") Terms defined in the Debenture shall have the same meaning in this notice unless the context otherwise requires.

We give you notice that, pursuant to the Debenture, we have assigned to Prudential Trustee Company Limited (the "**Senior Security Trustee**") as trustee for the Secured Parties acting pursuant to the provisions of, and with the benefit of the protections set out in, the Intercreditor Agreement all our rights, claims, title and interest from time to time in and to [details of contract] (the "**Contract**") including all monies which may be payable in respect of the Contract.

With effect from your receipt of this notice:

1. all payments by you to us under or arising from the Contract (the "**Payments**") shall be made to the Senior Security Trustee or to its order as it may specify in writing from time to time;
2. all remedies provided for in the Contract or available at law or in equity shall be exercisable by the Senior Security Trustee,
3. all rights to compel performance of the Contract shall be exercisable by the Senior Security Trustee although we shall remain solely liable to perform all the obligations assumed by us under or in connection with the Contract;
4. all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Contract shall belong to the Senior Security Trustee and no changes may be made to the terms of the Contract nor may the Contract be terminated without the Senior Security Trustee's consent; and
5. you are authorised and instructed, without requiring further approval from us, to provide the Senior Security Trustee with such information relating to the Contract as it may from time to time request and to send it copies of all notices issued by you under the Contract to the Senior Security Trustee as well as to us

These instructions may not be revoked, nor may the terms of the Contract be amended, varied, waived or terminated without the prior written consent of the Senior Security Trustee

This letter and all non-contractual obligations arising out of or in conjunction with it are governed by and will be construed in accordance with the laws of England and Wales

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Senior Security Trustee at [] marked for the attention of []

Yours faithfully,

.. . . .
for and on behalf of
[Insert Chargor name]

We confirm our agreement to the terms of this notice and instruct you, with effect from the date of your receipt of this notice, that:

- (a) the Payments shall be made to **[Insert Chargor name]**, and
- (b) all remedies provided for in the Contract (or otherwise available) and all rights to compel performance of the Contract shall be exercisable by **[Insert Chargor name]**,

in each case until you receive written notification from us to the contrary.

.
For and on behalf of the
PRUDENTIAL TRUSTEE COMPANY LIMITED

**Form of Acknowledgement of
Assignment of Specific Contract**

To: Prudential Trustee Company Limited as trustee for the Secured Parties (the "**Senior Security Trustee**")

Date.

Dear Sirs

We acknowledge receipt of a notice dated [] in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the rights, interests and benefits in and to the Contract and that we will comply with the terms of that notice. Terms defined in the notice shall have the same meaning in this acknowledgement unless the context otherwise requires.

We further confirm that no amendment, waiver or release of any of such rights, interests and benefits shall be effective without the prior written consent of the Senior Security Trustee

We acknowledge receipt of instructions from you in connection with the assignment of the Contract and confirm that we shall act in accordance with them until we receive written notification from you to the contrary.

Yours faithfully,

.. .. .
for and on behalf of

[]

cc [Insert Chargor name]

SCHEDULE 5

EPC

PART A EPC CONTRACTS

- 1 The turnkey contract for the construction of a photovoltaic project comprising the Benbole Solar Plant between Meri Power Limited and Thermovolt AG dated 11 May 2011
- 2 The turnkey contract for the construction of a photovoltaic project comprising the Newark Solar Plant between Donoma Power Limited and Conergy Deutschland GmbH dated 1 June 2011 as amended
- 3 The turnkey contract for the construction of a photovoltaic project comprising the Howton Farm Solar Plant between Kala Power Limited and Oskomera Solar Power Solutions UK Limited dated 13 May 2011
- 4 The turnkey contract for the construction of a photovoltaic project comprising the Marston Solar Plant between Tonatiuh Trading 1 Limited and Oskomera Solar Power Solutions UK Limited dated 3 June 2011
- 5 The turnkey contract for the construction of a photovoltaic project comprising the Sandhill Solar Plant between Palk Power Limited and Thermovolt AG dated 20 April 2011
- 6 The turnkey contract for the construction of a photovoltaic project comprising the Wilburton Solar Plant between Aashman Power Limited and Solar Century Holdings Limited dated 15 April 2011.
- 7 The turnkey contract for the construction of a photovoltaic project comprising the Dunsfold Solar Plant between Shakti Power Limited and Solar Century Holdings Limited dated 27 July 2011.
- 8 The turnkey contract for the construction of a photovoltaic project comprising the Promens Solar Plant between Sula Power Limited and Grupotec Renewables Limited (formerly known as Grupotec UK Limited) dated 27 May 2011.
- 9 The engineering and procurement contract for Trevemper Power Plant between Nextpower Trevemper Limited and Juwi Renewable Energy Limited dated 8 August 2011 as amended
- 10 The turnkey contract for the construction of a photovoltaic project comprising the Trevemper Power Plant between Nextpower Trevemper Limited and Solar Century Holdings Limited dated 3 August 2011 as amended
- 11 The turnkey contract for the construction of a photovoltaic project comprising the Moor Solar 1 Solar Plant between Tuwale Power Limited and Thermovolt AG dated 13 May 2011

- 12 The turnkey contract for the construction of a photovoltaic project comprising the Wheal Jane Solar Plant between Nima Power Limited and Solar Century Holdings Limited dated 19 April 2011
- 13 The turnkey contract for the construction of a photovoltaic project comprising the Moor Solar 2 Solar Plant between Gnowee Power Limited and Thermovolt AG dated 13 May 2011
- 14 The schedule of amendments to MF/1 (REV 4) Model Form of General Conditions of Contract 2000 Edition between Manor Farm (Solar Power) Ltd and Solar Power Generation Limited dated 20 September 2011
- 15 The turnkey contract for the construction of a photovoltaic project comprising the Howbery Solar Plant between Howbery Solar Park Limited and Solar Century Holdings Limited dated 15 April 2011.
16. The turnkey contract for the construction of a 0.806 MW photovoltaic project comprising the Summerlands Farm Solar Plant between Lightsource SPV 5 Limited and Grupotec Renewables Limited (formerly known as Grupotec UK Limited) dated 8 June 2012 as amended
- 17 The turnkey contract for the construction of a 1.0 MW photovoltaic project comprising the West Bradley Solar Plant between Lightsource SPV 49 Limited and Grupotec Renewables Limited (formerly known as Grupotec UK Limited) dated 08 June 2012 as amended
- 18 The contract between Anesco Asset Management Limited and Anesco Limited in relation to the design, supply, installation, testing and commissioning of photovoltaic panels on the land at Newhouse Field, Whiteland Farm, Off Copley, Langley, Southampton, SO45 1YL dated 23 April 2012 as amended
- 19 The turnkey contract for the construction of a 2.915 MW photovoltaic project comprising the Great Knowle Solar Plant between TGC Solar 91 Limited and Solar Century Holdings Limited dated 28 March 2012 as amended
- 20 The turnkey contract for the construction of a 1.5416 MW photovoltaic project comprising the Pont Andrew Solar Plant between Pont Andrew Limited and Grupotec Renewables Limited (formerly known as Grupotec UK Limited) dated 2 May 2012 as amended
- 21 The turnkey contract for the construction of a 4.9961 MW photovoltaic project comprising the Ffos Las Solar Plant between Ffos Las Solar Developments Limited and Grupotec Renewables Limited (formerly known as Grupotec UK Limited) dated 4 April 2012 as amended.
- 22 The turnkey contract for the construction of a 4.934 MW photovoltaic project comprising the Chittering Solar Plant between Chittering Solar Limited and Solar Century Holdings Limited dated 17 May 2012 as amended
- 23 The turnkey contract for the construction of a 3.577 MW photovoltaic project comprising the Eastacombe Solar Plant between TGC Solar 106 Limited and Solar Century Holdings Limited dated 19 April 2012 as amended

- 24 The turnkey contract for the construction of a 4 4036 MW photovoltaic project comprising the Trefinnick Farm Solar Plant between MTS Trefinnick Solar Ltd and Martifer Solar UK Limited dated 5 April 2013 as amended.
- 25 The turnkey contract for the construction of a 4 564 MW photovoltaic project comprising the Cleave Farm Solar Plant between Lightsource SPV 8 Limited and Grupotec Renewables Limited (formerly known as Grupotec UK Limited) dated 21 August 2013 as amended
- 26 The turnkey contract for the construction of a 1 41246 MW photovoltaic project comprising the Blatchworthy Solar Plant between Lightsource SPV 69 Limited and the following entities each of which form the Blatchworthy Contractor and are jointly and severally liable with
- a UTE Sicelmya-Blatchworthy,
 - b Sociedad Ibérica de Construcciones Eléctricas S.A; and
 - c Elyma S A.,
- dated 15 April 2013 as amended.
- 27 The turnkey contract for the construction of a 1.018 MW photovoltaic project comprising the Rudge Hill Solar Plant between Lightsource SPV 32 Limited and Oskomera Solar Power Solutions UK Limited dated 18 September 2013 as amended
28. The turnkey contract for the Construction of a 4 76238 MW photovoltaic project comprising the Burnthouse Solar Plant between Burnthouse Solar Limited and Biosar Energy (UK) Limited dated 13 October 2014 as amended
- 29 The turnkey contract for the construction of a 3 773380 MW photovoltaic project comprising the Treguff Solar Plant between Lightsource SPV 76 Limited and Grupotec Renewables Limited (formerly known as Grupotec UK Limited) dated 1 October 2014 as amended.
30. The turnkey contract for the construction of a 4.3452 MW photovoltaic project comprising the Primrose Hill Solar Plant between (i) Sun and Soil Renewable 12 Limited (ii) Artech Lantegi Elkarte S A , (iii) Elmya S A and (iv) Elmya Artech Limited dated 14 November 2014.
31. The turnkey contract for the construction of a 4 32531 MW photovoltaic project comprising the St Francis Farm Solar Plant between (i) Lightsource SPV 26 Limited, (ii) Artech Lantegi Elkarte S A., (iii) Elmya S A and (iv) Elmya Artech Limited dated 31 October 2014 as amended
- 32 The turnkey contract for the construction of a 3 684 MW photovoltaic project comprising the Henbury Quarry Solar Plant between Lightsource SPV 50 Limited and Biosar Energy (UK) Limited dated 5 November 2014
- 33 The turnkey contract for the construction of a 4 99698 MW photovoltaic project comprising the Shaftesbury Solar Plant between Lightsource SPV 79 Limited and Biosar Energy (UK) Limited dated 23 January 2015

- 34 The turnkey contract for the construction of a 4 992 MW photovoltaic project comprising the Manor Farm Eggington Plant between Lightsource SPV 106 Limited and ET Solutions AG dated 4 February 2015 as amended.

PART B
EPC CONTRACT WARRANTIES

- 1 The warranty in respect of panels supplied by Canadian Solar Inc and Canadian Solar Manufacturing (Changshu) Inc. in respect of which an acknowledgement of assignment has been granted from Canadian Solar Inc to Meri Power Limited confirming consent to assignment from Okovolt Gmbh Solar Technik to Meri Power Limited dated 13 November 2012.
- 2 The warranty in respect of inverters supplied by SMA Solar Technology AG in respect of which a letter of reliance has been granted by SMA Solar Technology AG confirming Meri Power Limited may rely on the terms and conditions of warranty dated 25 October 2012
- 3 The warranty in respect of panels supplied by Conergy AG in respect of which a reliance letter has been granted to the Donoma Power Limited pursuant to a letter from Conergy AG dated 18 October 2012
- 4 The warranty in respect of inverters supplied by SMA Solar Technology AG in respect of which a deed of assignment has been granted to Donoma Power Limited from Conergy Deutschland GmbH dated 5 March 2015.
- 5 The warranty in respect of panels supplied by Wuxi Suntech Power Co , Ltd in respect of which a deed of assignment has been granted from Oskomera Solar Power Solutions UK to Kala Power Limited dated 5 December 2013
6. The warranty in respect of inverters supplied by Danfoss Solar Inverters A/S in respect of which a deed of assignment had been granted from Oskomera Solar Power Solutions UK to Kala Power Limited dated 5 December 2013
7. The warranty in respect of panels supplied by Wuxi Suntech Power Co Ltd in respect of which a deed of assignment had been granted by the administrator of Oskomera Solar Power Solutions UK Limited to Tonatruh Trading Limited dated 30 April 2015.
- 8 The warranty in respect of inverters supplied by Danfoss Solar Inverters A/S in respect of which a deed of assignment had been granted by the administrator of Oskomera Solar Power Solutions UK Limited to Tonatruh Trading Limited dated 30 April 2015
- 9 The warranty in respect of panels supplied by Canadian Solar Inc. and Canadian Solar Manufacturing (Changshu) Inc in respect of which an acknowledgement of assignment has been granted from Canadian Solar Inc to Palk Power Limited confirming consent to assignment from Okovolt Gmbh Solar Technik to Palk Power Limited dated 13 November 2012
- 10 The warranty in respect of inverters supplied by SMA Solar Technology AG in respect of which reliance has been granted to Palk Power Limited pursuant to a letter from SMA Solar UK Ltd confirming Palk Power Limited may rely on terms and conditions of warranty dated 25 October 2012

11. The warranty in respect of panels supplied by Yingli Green Energy Holding Co Ltd in respect of which a deed of assignment has been provided by Solar Century Holdings Limited to Aashman Power Limited dated November 2014
12. The warranty in respect of inverters supplied by Solar Max (Sputnik Engineering International AG) in respect of which a notice of assignment has been provided by Solar Century Holdings Limited to Sputnik Engineering AG confirming assignment to Aashman Power Limited dated 6 August 2014
13. The warranty in respect of panels supplied by LDK Solar Hi-Tech (Nanchang) Co , Ltd. in respect of which a declaration from LDK Solar Hi-Tech (Nanchang) Co , Ltd has been granted dated 29 Aug 2014 confirming that the warranty is transferable to any subsequent owner of the panels assigned to Shakti Power Limited
14. The warranty in respect of inverters supplied by Solar Max in respect of which a notice of assignment has been granted from Solar Century Holdings Limited to Sputnik Engineering AG confirming assignment to Shakti Power Limited dated 7 August 2014
15. The warranty in respect of panels supplied by REC Solar AS pursuant to a supply contract dated 27 May 2011 between REC Solar AS and Grupotec Renewables Ltd in respect of which a deed of assignment has been granted from Grupotec Renewables Ltd to Sula Power Limited
16. The warranty in respect of inverters supplied by Danfoss Solar Inverters A/S in respect of which a deed of assignment has been granted from Grupotec Renewables Ltd to Sula Power Limited dated 19 December 2014
17. The warranty in respect of panels supplied by Canadian Solar Inc under a supply contract between its wholly owned subsidiary Canadian Solar Manufacturing (Changshu) Inc. and Okovolt GmbH Solar Technik and assigned to Nextpower Trevemper Limited in a deed of assignment dated 13 July 2015
18. The warranty in respect of inverters supplied by SMA Solar Technology AG in respect of which a deed of assignment has been granted from Juwi Renewable Energies Limited to Nextpower Trevemper Limited dated 13 July 2015
19. The warranty in respect of panels supplied by LDK Solar Co , Ltd in respect of which a deed of assignment has been granted by Solar Century Holdings to Nextpower Trevemper Limited dated 31 March 2015
20. The warranty in respect of inverters supplied by Sputnik Engineering AG in respect of which a deed of assignment has been granted from Solar Century Holdings Limited to Nextpower Trevemper Limited dated 31 March 2015
21. The warranty in respect of panels supplied by Canadian Solar Inc under a supply contract between its wholly owned subsidiary Canadian Solar Manufacturing (Changshu) Inc and Okovolt GmbH Solar Technik dated 14 April 2011 and assigned to Tuwale Power Limited as acknowledged by Canadian Solar Inc in a letter dated 24 October 2014.

- 22 The warranty in respect of inverters supplied by SMA Solar Technology AG in respect of which a warranty extension has been granted by SMA Solar Technology AG as comfort in favour of Tuwale Power Limited
- 23 The warranty in respect of panels supplied by Yingli Green Energy Holding Co Ltd in respect of which a deed of assignment has granted by Solar Century Holdings Limited to Nima Power Limited and acknowledged by Yingli Green Energy Holding Co Ltd in a letter dated 2 June 2014
- 24 The warranty in respect of inverters supplied by Sputnik Engineering AG in respect of which a deed of assignment has been granted by Solar Century Holdings Limited to Nima Power Limited as confirmed in a letter on 11 September 2014
- 25 The warranty in respect of panels supplied by Canadian Solar Inc under a supply contract between its wholly owned subsidiary Canadian Solar Manufacturing (Changshu) Inc and Okovolt GmbH Solar Technik dated 14 April 2011 and assigned to Gnowee Power Limited as acknowledged by Canadian Solar Inc. in a letter dated 24 October 2014.
26. The warranty in respect of inverters supplied by SMA Solar Technology AG in respect of which a warranty extension has granted by SMA Solar Technology AG as comfort in favour of Gnowee Power Limited
27. The warranty in respect of panels supplied by LDK Solar Co., Ltd. in respect of which a deed of assignment has been granted by British Solar Renewables Limited to Manor Farm (Solar Power) Ltd dated 16 May 2014
- 28 The warranty in respect of inverters supplied by KACO new energy GmbH in respect of which a deed of assignment has granted by British Solar Renewables Limited to Manor Farm (Solar Power) Ltd dated 16 May 2014.
- 29 The warranty in respect of panels supplied by Yingli Green Energy Holding Co. Ltd in respect of which a deed of assignment has granted by Solar Century Holdings Limited to Howbery Solar Park Limited dated 10 September 2014
- 30 The warranty in respect of inverters supplied by SMA Solar Technology AG in respect of which a deed of assignment has granted by Solar Century Holdings Limited to Howbery Solar Park Limited dated 10 September 2014.
- 31 The warranty in respect of panels supplied by Shanghai JA Solar Technologies Co , Ltd in respect of which a deed of assignment has been granted from Grupotec Renewables Ltd. to Lightsource SPV 5 Limited dated 27 April 2015.
- 32 The warranty in respect of inverters supplied by Power Electronics S.L in respect of which a deed of assignment has been granted by Grupotec Renewables Ltd to Lightsource SPV 5 Limited dated 27 April 2015
- 33 The warranty in respect of panels supplied by Shanghai JA Solar Technologies Co., Ltd in respect of which a deed of assignment has been granted from Grupotec Renewables Ltd to Lightsource SPV 49 dated 24 April 2015.

- 34 The warranty in respect of inverters supplied by Power Electronics S L in respect of which a deed of assignment has been granted from Grupotec Renewables Ltd. to Lightsource SPV 49 dated 24 April 2015.
- 35 The warranty in respect of panels supplied by Changzhou Trina Solar Energy Co, Ltd in respect of which a letter of assignment has been granted from Anesco Limited to Lora Solar Limited confirming that the warranty has been assigned dated 25 July 2012
- 36 The warranty in respect of inverters supplied by ABB Limited in respect of which a letter of assignment has been granted from Anesco Limited to Lora Solar Limited confirming that the warranty has been assigned dated 25 July 2012
- 37 The warranty in respect of panels supplied by Shanghai JA Solar Technology Co , Ltd under a supply contract between Shanghai JA Solar Technology Co., Ltd and Solar Century Holdings Limited in respect of which a deed of assignment has been granted from Solar Century Holdings Limited to TGC Solar 91 Limited as acknowledged by Shanghai JA Solar Technology Co , Ltd in a letter dated 29 September 2014.
- 38 The warranty in respect of inverters supplied by Sputnik Engineering International Limited in respect of which a deed of assignment has been granted from Solar Century Holdings Ltd to TGC Solar 91 Limited dated 26 May 2015
- 39 The warranty in respect of panels supplied by Shanghai JA Solar Technology Co , Ltd in respect of which a deed of assignment has been granted from Grupotec Renewables Ltd to Pont Andrew Limited dated 24 April 2015
- 40 The warranty in respect of inverters supplied by Power Electronics S.L. in respect of which a deed of assignment has been granted from Grupotec Renewables Ltd. to Pont Andrew Limited dated 24 April 2015.
41. The warranty in respect of panels supplied by Shanghai JA Solar Technology Co , Ltd under a supply contract between Shanghai JA Solar Technology Co., Ltd and Solar Century Holdings Limited in respect of which a deed of assignment has been granted from Solar Century Holdings Limited to Chittering Solar Limited as acknowledged by Shanghai JA Solar Technology Co , Ltd in a letter dated 30 September 2014
42. The warranty in respect of inverters supplied by Sputnik Engineering International Limited in respect of which a deed of assignment has been granted from Solar Century Holdings Limited to Chittering Solar Limited dated 21 May 2015.
43. The panels are Free Issued Equipment supplied by Changzhou Trina Solar Energy Co Ltd in respect of which a letter of assignment has been granted from Lightsource Renewables Energy Limited to Lightsource SPV 8 Limited dated 17 February 2015.
- 44 The panels are Free Issued Equipment supplied by Changzhou Trina Solar Energy Co. Ltd in respect of which a letter of assignment has been granted from Lightsource Renewables Energy Limited to Lightsource SPV 69 Limited dated 25 February 2015
- 45 The warranty in respect of panels supplied by Changzhou Trina Solar Energy Co Ltd in respect of which a letter of assignment has been granted from Lightsource Renewables Energy Limited to Lightsource SPV 32 Limited dated 26 February 2015

- 46 The warranty in respect of inverters assigned from Power-One Italy S.p.a to Lightsource SPV 32 Limited.
- 47 The warranty in respect of panels assigned from ReneSola Jiangsu Ltd to Burnthouse Solar Limited pursuant to a notice of assignment dated 25 June 2015.
48. The warranty in respect of inverters assigned from SMA Solar Technology to Burnthouse Solar Limited
- 49 The warranty in respect of panels assigned from ABB UK Limited to Lightsource SPV 76 Limited.
- 50 The warranty in respect of inverters assigned from ABB Italy S p.a to Lightsource SPV 76 Limited
- 51 The warranty in respect of panels assigned from ET Solar Energy Limited to Sun and Soil Renewable 12 Limited
- 52 The warranty in respect of inverters assigned from SMA Solar Technology AG to Sun and Soil Renewable 12 Limited.
- 53 The warranty in respect of panels assigned from ABB UK Limited to Lightsource SPV 26 Limited
54. The warranty in respect of inverters assigned from ABB Italy S p a to Lightsource SPV 26 Limited.
- 55 The warranty in respect of panels assigned from ReneSola Jiangsu Ltd to Lightsource SPV 50 Limited pursuant to a notice of assignment dated 25 June 2015.
- 56 The warranty in respect of inverters assigned from SMA Solar Technology AG to Lightsource SPV 50 Limited
57. The warranty in respect of panels supplied by ReneSola Deutschland GmbH in respect of which a deed of novation has been granted by Lightsource Trading Limited transferring the benefit of the supply contract to Lightsource SPV 79 Limited dated 25 June 2015.
- 58 The warranty in respect of inverters assigned from SMA Solar Technology AG to Lightsource SPV 79 Limited.
- 59 The warranty in respect of panels supplied by ET Solar Energy Limited in respect of which a notice of assignment has been granted by ReneSola Jiangsu Ltd to Lightsource SPV 106 Limited granting consent to and acknowledging the assignment of the Panel warranty dated April 2015.

PART C
EPC WARRANTY BANK GUARANTEES

- 1 The performance bond and/or bank guarantee procured or required to be procured by Solar Century Holdings Limited in favour of Shakti Power Limited pursuant to the EPC Contract dated 19 September 2012
2. The performance bond and/or bank guarantee procured or required to be procured by Thermovolt AG in favour of Gnowee Power Limited pursuant to the EPC Contract dated 19 July 2012 as amended
- 3 The performance bond and/or bank guarantee procured or required to be procured by Solar Century Holdings Limited in favour of TCG Solar 91 Limited pursuant to the EPC Contract dated 6 November 2012
- 4 The performance bond and/or bank guarantee procured or required to be procured by Grupotec Renewables Limited (formerly known as Grupotec UK Limited) in favour of Ffos Las Solar Developments Limited pursuant to the EPC Contract dated 25 November 2013
- 5 The performance bond and/or bank guarantee procured or required to be procured by Solar Century Holdings Limited in favour of Chittering Solar Limited pursuant to the EPC Contract dated 18 October 2012
- 6 The performance bond and/or bank guarantee procured or required to be procured by Solar Century Holdings Limited in favour of TGC Solar 106 Ltd pursuant to the EPC Contract dated 17 October 2013
7. The performance bond and/or bank guarantee procured or required to be procured by Martifer Solar UK Limited in favour of the MTS Trefinnick Solar Ltd pursuant to the EPC Contract dated 1 November 2013
8. The performance bond and/or bank guarantee procured or required to be procured by Grupotec Renewables Limited (formerly known as Grupotec UK Limited) in favour of the Lightsource SPV 8 Limited pursuant to the EPC Contract dated 29 September 2014.
- 9 The performance bond and/or bank guarantee procured or required to be procured by UTE Sicelmya-Blatchworthy, Sociedad Ibérica de Construcciones Eléctricas S A and Elyma S A , in favour of the Lightsource SPV 69 Limited pursuant to the EPC Contract dated 31 January 2014
- 10 The performance bond and/or bank guarantee procured or required to be procured by Oskomera Solar Power Solutions UK Limited in favour of Lightsource SPV 32 Limited pursuant to the EPC Contract dated 2 September 2014.
- 11 The performance bond and/or bank guarantee procured or required to be procured by Biosar Energy (UK) Limited in favour of Burnthouse Solar Limited pursuant to the EPC Contract dated 16 October 2014

12. The performance bond and/or bank guarantee procured or required to be procured by Grupotec Renewables Limited (formerly known as Grupotec UK Limited) in favour of Lightsource SPV 76 Limited pursuant to the EPC Contract dated 4 February 2015
13. The performance bond and/or bank guarantee procured or required to be procured by Artech Lantegi Elkarte S A , Elmya S A. and Elmya Artech Limited in favour of Sun and Soil Renewable 12 Limited pursuant to the EPC Contract dated 9 February 2015.
14. The performance bond and/or bank guarantee procured or required to be procured by Artech Lantegi Elkarte S A , Elmya S A and Elmya Artech Limited in favour of Lightsource SPV 26 Limited pursuant to the EPC Contract dated 25 September 2015
15. The performance bond and/or bank guarantee procured or required to be procured by Biosar Energy (UK) Limited in favour of Lightsource SPV 50 Limited pursuant to the EPC Contract dated 4 December 2014.
16. The performance bond and/or bank guarantee procured or required to be procured by Biosar Energy (UK) Limited in favour of the Lightsource SPV 79 Limited pursuant to the EPC Contract dated 4 February 2015.
17. The performance bond and/or bank guarantee procured or required to be procured by ET Solutions AG in favour of Lightsource SPV 106 Limited pursuant to the EPC Contract dated 10 February 2015

PART D

EPC PARENT COMPANY GUARANTEES

1. The guarantee given by Oskomera Group B V in favour of Tonatiuh Trading 1 Limited to guarantee the due performance of the EPC Contract by Oskomera Solar Power Solutions UK Limited dated 19 November 2012
2. The guarantee given by Grupotec Servicios Avanzados S.A in favour of Lightsource SPV 5 Limited to guarantee the due performance of the EPC Contract by Grupotec Renewables Limited dated 22 July 2013
3. The guarantee given by Grupotec Tecnologia Solar, S L in favour of Lightsource SPV 49 Limited to guarantee the due performance of the EPC Contract by Grupotec Renewables Limited dated 8 June 2012
4. The guarantee given by Grupotec Servicios Avanzados S A in favour of Pont Andrew Limited to guarantee the due performance of the EPC Contract by Grupotec Renewables Limited dated 18 July 2013.
5. The guarantee given by Grupotec Tecnologia Solar, S L. in favour of Ffos Las Solar Developments Limited to guarantee the due performance of the EPC Contract by Grupotec Renewables Limited dated 4 April 2012
6. The guarantee given by Martifer Solar S A in favour of MTS Trefinnick Solar Ltd to guarantee the due performance of the EPC Contract by Martifer Solar UK Limited dated 5 April 2013

7. The guarantee given by Grupotec Servicios Avanzados S A in favour of Lightsource SPV 8 Limited to guarantee the due performance of the EPC Contract by Grupotec Renewables Limited dated 21 August 2013
- 8 The guarantee given by Oskomera Power Solutions International B V in favour of Lightsource SPV 32 Limited to guarantee the due performance of the EPC Contract by Oskomera Solar Power Solutions UK Limited dated 18 September 2013
- 9 The guarantee given by Aktor S A in favour of Burnthouse Solar Limited to guarantee the due performance of the EPC Contract by Biosar Energy (UK) Limited dated 13 October 2014
- 10 The guarantee given by Grupotec Servicios Avanzados, S A in favour of Lightsource SPV 76 Limited to guarantee the due performance of the EPC Contract by Grupotec Renewables Limited dated 1 October 2014
- 11 The guarantee given by Aktor S A. in favour of Lightsource SPV 50 Limited to guarantee the due performance of the EPC Contract by Biosar Energy (UK) Limited dated 5 November 2014
12. The guarantee given by Aktor S A in favour of Lightsource SPV 79 Limited to guarantee the due performance of the EPC Contract by Biosar Energy (UK) Limited dated 23 January 2015.
- 13 The guarantee given by ET Solar Energy Limited in favour of Lightsource SPV 106 Limited to guarantee the due performance of the EPC Contract by ET Solutions AG dated 4 February 2015

SCHEDULE 6
GRID CONNECTION AGREEMENTS

- 1 Agreement dated 27 May 2011 between Meri Power Limited and Western Power Distribution (South West) Plc
- 2 Agreement dated 9 August 2011 between Donoma Power Limited and Western Power Distribution (East Midlands) Plc.
- 3 Agreement dated 6 August 2011 between Kala Power Limited and Western Power Distribution (South West) Plc
4. Agreement dated 9 August 2011 between Tonituah Trading 1 Limited and Western Power Distribution (East/West Midlands) Plc
- 5 Agreement dated 16 July 2011 (amended on 20 October 2011) between Palk Power Limited and Western Power Distribution (South West) Plc.
- 6 Agreement dated 2 October 2015 between Aashman Power Limited and Eastern Power Networks Plc.
- 7 Agreement dated 2 August 2011 between Shakti Power Limited and South Eastern Power Networks plc
8. Agreement dated 10 February 2014 between Sula Power Limited and Eastern Power Networks plc.
- 9 Agreement dated 27 September 2011 between Nextpower Trevemper Limited and Western Power Distribution (South West) plc
- 10 Agreement dated 1 June 2011 between Tuwale Power Limited and Western Power Distribution (East Midlands) plc.
- 11 Agreement dated 15 April 2011 between the Nima Power Limited and Western Power Distribution (South West) plc.
- 12 Agreement dated 1 June 2011 between Gnowee Power Limited and Western Power Distribution (East Midlands) plc
- 13 Agreement dated 1 August 2011 between Manor Farm (Solar Power) Ltd and Western Power Distribution (South West) Plc
- 14 Agreement dated 23 June 2011 between Howbery Solar Park Limited and Southern Electric Power Distribution plc.
- 15 Agreement dated 4 July 2012 between Western Power Distribution (South West) plc and Dhatar Limited as novated to Lightsource SPV 5 Limited by a novation agreement dated 14 April 2015
- 16 Agreement dated 3 July 2012 between Western Power Distribution (South West) plc and Bhaskar Limited as novated to Lightsource SPV 49 Limited by a novation agreement dated 14 April 2015

17. Agreement dated 25 May 2012 between Lora Solar Limited and Southern Electric Power Distribution plc.
18. Agreement dated 25 May 2012 between Lora Solar Limited and SSE Energy Supply Limited
19. Agreement dated 18 July 2012 between TGC Solar 91 Limited and Western Power Distribution (South West) plc
20. Agreement dated 19 December 2012 between TGC Solar 91 Limited and Western Power Distribution (South West) plc.
21. Agreement dated 31 July 2012 between Pont Andrew Limited and Western Power Distribution (South Wales) plc
22. Agreement dated 19 February 2013 between Ffos Las Solar Developments Limited and Western Power Distribution (South West) plc
23. Agreement dated 31 October 2012 between Chittering Solar Limited and Eastern Power Networks plc
24. Agreement dated 19 December 2012 between TGC Solar 106 Limited and Western Power Distribution (South West) plc.
25. Agreement dated 27 March 2013 between MTS Trefinnick Solar Ltd and Western Power Distribution (South West) plc
26. Agreement dated 21 October 2013 between Lightsource SPV 8 Limited and Western Power Distribution (South West) plc
27. Agreement dated 24 April 2013 between Lightsource SPV 69 Limited and Western Power Distribution (South West) plc
28. Agreement dated 9 August 2013 between Lightsource SPV 32 Limited and Southern Electric Power Distribution plc
29. Agreement dated 22 December 2014 between Burnthouse Solar Limited and Eastern Power Networks plc.
30. Agreement dated 10 February 2015 between Lightsource SPV 76 Limited and Western Power Distribution (South Wales) plc.
31. Agreement dated 25 February 2015 between Sun and Soil Renewable 12 Limited and Western Power Distribution (East Midlands) plc.
32. Agreement dated 13 March 2015 between Lightsource SPV 26 Limited and South Eastern Power Networks plc
33. Agreement dated 10 February 2015 between Lightsource SPV 50 Limited and Southern Electric Power Distribution plc.

- 34 Agreement dated 9 March 2015 between Lightsource SPV 79 Limited and Southern Electric Power Distribution plc.
- 35 Agreement dated 29 May 2015 between Lightsource SPV 106 Limited and Eastern Power Networks plc.

SCHEDULE 7
INITIAL FEED IN TARIFF AGREEMENTS

- 1 Agreement dated 7 January 2013 between British Gas Trading Limited and Meri Power Limited
- 2 Agreement dated 25 October 2012 between British Gas Trading Limited and Donoma Power Limited
- 3 Agreement dated 25 October 2012 between British Gas Trading Limited and Kala Power Limited
- 4 Agreement dated 25 October 2012 between British Gas Trading Limited and Tonatuh Trading 1 Limited.
5. Agreement dated 25 October 2012 between British Gas Trading Limited and Palk Power Limited
6. Agreement dated 25 October 2012 between British Gas Trading Limited and Aashman Power Limited
- 7 Agreement dated 25 October 2012 between British Gas Trading Limited and Shakti Power Limited
- 8 Agreement dated 25 October 2012 between British Gas Trading Limited and Sula Power Limited
- 9 Agreement dated 12 August 2013 between British Gas Trading Limited and Nextpower Trevemper Limited
- 10 Agreement dated 25 October 2012 between British Gas Trading Limited and Tuwale Power Limited
- 11 Agreement dated 12 March 2013 between British Gas Trading Limited and Nima Power Limited
- 12 Agreement dated 25 October 2012 between British Gas Trading Limited and Gnowee Power Limited
- 13 Agreement between British Gas Trading Limited and Manor Farm (Solar Power) Ltd with a confirmation date of 20 September 2011
- 14 Agreement dated 25 October 2012 between British Gas Trading Limited and Howbery Solar Park Limited.
- 15 Agreement dated 30 July 2013 between British Gas Trading Limited and Lightsource SPV 5 Limited.
- 16 Agreement dated 27 August 2013 between British Gas Trading Limited and Lightsource SPV 49 Limited.
- 17 Agreement dated 6 March 2013 between British Gas Trading Limited and Lora Solar Limited

- 18 Agreement dated 26 September 2013 between British Gas Trading Limited and TGC Solar 91 Limited
- 19 Agreement dated 31 October 2013 between British Gas Trading Limited and Pont Andrew Limited
- 20 Agreement dated 23 February 2013 between British Gas Trading Limited and Ffos Las Solar Developments Limited
- 21 Agreement dated 3 February 2014 between British Gas Trading Limited and Chittering Solar Limited
- 22 Agreement dated 2 October 2014 between British Gas Trading Limited and TGC Solar 106 Limited
- 23 Agreement dated 12 August 2014 between British Gas Trading Limited and MTS Trefinnick Solar Ltd
- 24 Agreement dated 12 August 2014 between British Gas Trading Limited and Lightsource SPV 8 Limited.
25. Agreement dated 12 August 2014 between British Gas Trading Limited and Lightsource SPV 69 Limited.
- 26 Agreement dated 11 August 2014 between British Gas Trading Limited and Lightsource SPV 32 Limited
- 27 Agreement dated 7 September 2015 between British Gas Trading Limited and Burnthouse Solar Limited
- 28 Agreement dated 5 October 2015 between British Gas Trading Limited and Lightsource SPV 76 Limited k
- 29 Agreement dated 5 October 2015 between British Gas Trading Limited and Lightsource SPV 26 Limited

SCHEDULE 8
POWER PURCHASE AGREEMENTS

- 1 Agreement dated 22 September 2015 between Men Power Limited and EDF Energy plc
- 2 Agreement dated 22 September 2015 entered into between Donoma Power Limited and EDF Energy plc
- 3 Agreement dated 22 September 2015 entered into between Kala Power Limited and EDF Energy plc.
- 4 Agreement dated 22 September 2015 entered into between Tonatiuh Trading 1 Limited and EDF Energy plc
- 5 Agreement dated 22 September 2015 entered into between Palk Power Limited and EDF Energy plc
6. Agreement dated 22 September 2015 entered into between Aashman Power Limited and EDF Energy plc
- 7 Agreement dated 22 September 2015 entered into between Shakti Power Limited and EDF Energy plc.
- 8 Agreement dated 22 September 2015 entered into between Sula Power Limited and EDF Energy plc
9. Agreement dated 22 September 2015 entered into between Nextpower Trevemper Limited and EDF Energy plc.
- 10 Agreement dated 22 September 2015 entered into between Tuwale Power Limited and EDF Energy plc
11. Agreement dated 22 September 2015 entered into between Nima Power Limited and EDF Energy plc
- 12 Agreement dated 22 September 2015 entered into between Gnowee Power Limited and EDF Energy plc
- 13 Agreement dated 22 September 2015 entered into between Manor Farm (Solar Power) Ltd and EDF Energy plc
- 14 Agreement dated 22 September 2015 entered into between Howbery Solar Park Limited and EDF Energy plc
- 15 Agreement dated 22 September 2015 entered into between Lightsource SPV 5 Limited and EDF Energy plc.
- 16 Agreement dated 22 September 2015 entered into between Lightsource SPV 49 Limited and EDF Energy plc.

- 17 Agreement dated 22 September 2015 entered into between Lora Solar Limited and EDF Energy plc
- 18 Agreement dated 22 September 2015 entered into between TGC Solar 91 Limited and EDF Energy plc
19. Agreement dated 22 September 2015 entered into between Pont Andrew Limited and EDF Energy plc
- 20 Agreement dated 22 September 2015 entered into between Ffos Las Solar Developments Limited and EDF Energy plc
- 21 Agreement dated 22 September 2015 entered into between Chittering Solar Limited and EDF Energy plc
- 22 Agreement dated 22 September 2015 entered into between TGC Solar 106 Limited and EDF Energy plc
23. Agreement dated 22 September 2015 entered into between MTS Trefinnick Solar Ltd and EDF Energy plc
- 24 Agreement dated 22 September 2015 entered into between Lightsource SPV 8 Limited and EDF Energy plc.
- 25 Agreement dated 22 September 2015 entered into between Lightsource SPV 69 Limited and EDF Energy plc
- 26 Agreement dated 22 September 2015 entered into between Lightsource SPV 32 Limited and EDF Energy plc.
27. Agreement dated 22 September 2015 entered into between Burnthouse Solar Limited and EDF Energy plc.
- 28 Agreement dated 22 September 2015 entered into between Lightsource SPV 76 Limited and EDF Energy plc.
29. Agreement dated 22 September 2015 entered into between Sun and Soil Renewable 12 Limited and EDF Energy plc
- 30 Agreement dated 22 September 2015 entered into between Lightsource SPV 26 Limited and EDF Energy plc
31. Agreement dated 22 September 2015 entered into between Lightsource SPV 50 Limited and EDF Energy plc.
- 32 Agreement dated 22 September 2015 entered into between Lightsource SPV 79 Limited and EDF Energy plc.
- 33 Agreement dated 22 September 2015 entered into between Lightsource SPV 106 Limited and EDF Energy plc.

SCHEDULE 9
O&M CONTRACTS

PART A
O&M CONTRACTS

- 1 The Operation and Maintenance Agreement dated 8 January 2015 between Meri Power Limited and Lightsource Renewable Services Limited.
- 2 The Operation and Maintenance Agreement dated 8 January 2015 between Donoma Power Limited and Lightsource Renewable Services Limited.
- 3 The Operation and Maintenance Agreement dated 8 January 2015 (as amended on 17 July 2015) between Kala Power Limited and Lightsource Renewable Services Limited
- 4 The Operation and Maintenance Agreement dated 8 January 2015 entered into between Tonatiuh Limited and Lightsource Renewable Services Limited.
- 5 The Operation and Maintenance Agreement dated 16 April 2015 entered into between Palk Power Limited and Lightsource Renewable Services Limited.
- 6 The Operation and Maintenance Agreement dated 8 January 2015 entered into between Aashman Power Limited and Lightsource Renewable Services Limited
7. The Operation and Maintenance Agreement dated 8 January 2015 entered into between Shakti Power Limited and Lightsource Renewable Services Limited.
8. The Operation and Maintenance Agreement dated 8 January 2015 entered into between Sula Power Limited and Lightsource Renewable Services Limited.
- 9 The Operation and Maintenance Agreement dated 16 April 2015 entered into between Nextpower Trevemper Limited and Lightsource Renewable Services Limited
10. The Operation and Maintenance Agreement dated 16 April 2015 entered into between Tuwale Power Limited and Lightsource Renewable Services Limited
- 11 The Operation and Maintenance Agreement dated 16 April 2015 entered into between Nima Power Limited and Lightsource Renewable Services Limited.
- 12 The Operation and Maintenance Agreement dated 16 April 2015 entered into between Gnowee Power Limited and Lightsource Renewable Services Limited
- 13 The Operation and Maintenance Agreement dated 16 April 2015 entered into between Manor Farm (Solar Power) Limited and Lightsource Renewable Services Limited
- 14 The Operation and Maintenance Agreement dated 16 April 2015 entered into between Howbery Solar Park Limited and Lightsource Renewable Services Limited
- 15 The Operation and Maintenance Agreement dated 14 May 2015 entered into between Lightsource SPV 5 Limited and Lightsource Renewable Services Limited

- 16 The Operation and Maintenance Agreement dated 14 May 2015 entered into between Lightsource SPV 49 Limited and Lightsource Renewable Services Limited
- 17 The Operation and Maintenance Agreement dated 19 May 2015 entered into between Lora Solar Limited and Lightsource Renewable Services Limited
- 18 The Operation and Maintenance Agreement dated 21 May 2015 entered into between TGC Solar 91 Limited and Lightsource Renewable Services Limited
- 19 The Operation and Maintenance Agreement dated 14 May 2015 entered into between Pont Andrew Limited and Lightsource Renewable Services Limited
- 20 The Operation and Maintenance Agreement dated 14 May 2015 entered into between Ffos Las Solar Developments Limited and Lightsource Renewable Services Limited
- 21 The Operation and Maintenance Agreement dated 14 May 2015 entered into between Chittering Solar Limited and Lightsource Renewable Services Limited
- 22 The Operation and Maintenance Agreement dated 21 May 2015 entered into between TGC Solar 106 Limited and Lightsource Renewable Services Limited.
23. The Operation and Maintenance Agreement dated 21 May 2015 entered into between MTS Trefinnick Solar Ltd and Lightsource Renewable Services Limited
- 24 The Operation and Maintenance Agreement dated 21 May 2015 entered into between Lightsource SPV 8 Limited and Lightsource Renewable Services Limited
- 25 The Operation and Maintenance Agreement dated 21 May 2015 entered into between Lightsource SPV 69 Limited and Lightsource Renewable Services Limited.
- 26 The Operation and Maintenance Agreement dated 21 May 2015 entered into between Lightsource SPV 32 Limited and Lightsource Renewable Services Limited.
27. The Operation and Maintenance Agreement dated 20 October 2015 entered into between Burnthouse Solar Limited and Lightsource Renewable Services Limited
28. The Operation and Maintenance Agreement dated 20 October 2015 entered into between Lightsource SPV 50 Limited and Lightsource Renewable Services Limited.
- 29 The Operation and Maintenance Agreement dated 20 October 2015 entered into between Lightsource SPV 106 Limited and Lightsource Renewable Services Limited
30. The Operation and Maintenance Agreement dated 20 October 2015 entered into between Lightsource SPV 79 Limited and Lightsource Renewable Services Limited.
- 31 The Operation and Maintenance Agreement dated 20 October 2015 entered into between Lightsource SPV 26 Limited and Lightsource Renewable Services Limited
32. The Operation and Maintenance Agreement dated 20 October 2015 entered into between Sun and Soil Renewable 12 Limited and Lightsource Renewable Services Limited

- 33 The Operation and Maintenance Agreement dated 20 October 2015 entered into between Lightsource SPV 76 Limited and Lightsource Renewable Services Limited

PART B
O&M AMENDMENT AGREEMENTS

- 1 The O&M Amendment Agreement dated 20 October 2015 between Chittering Solar Limited and Lightsource Renewable Services Limited relating to the Operation and Maintenance Agreement dated 14 May 2015.
- 2 The O&M Amendment Agreement dated 20 October 2015 between Lightsource SPV 8 Limited and Lightsource Renewable Services Limited relating to the Operation and Maintenance Agreement dated 21 May 2015
- 3 The O&M Amendment Agreement dated 20 October 2015 between Shakti Power Limited and Lightsource Renewable Services Limited relating to the Operation and Maintenance Agreement dated 8 January 2015.
- 4 The O&M Amendment Agreement dated 20 October 2015 between TGC Solar 106 Limited and Lightsource Renewable Services Limited relating to the Operation and Maintenance Agreement dated 21 May 2015
- 5 The O&M Amendment Agreement dated 20 October 2015 between Lora Solar Limited and Lightsource Renewable Services Limited relating to the Operation and Maintenance Agreement dated 19 May 2015
- 6 The O&M Amendment Agreement dated 20 October 2015 between Ffos Las Solar Developments Limited and Lightsource Renewable Services Limited relating to the Operation and Maintenance Agreement dated 14 May 2015
- 7 The O&M Amendment Agreement dated 20 October 2015 between Chittering Solar Limited and Lightsource Renewable Services Limited relating to the Operation and Maintenance Agreement dated 14 May 2015
- 8 The O&M Amendment Agreement dated 20 October 2015 between TGC Solar 91 Limited and Lightsource Renewable Services Limited relating to the Operation and Maintenance Agreement dated 21 May 2015.
- 9 The O&M Amendment Agreement dated 20 October 2015 between Howbery Solar Park Limited and Lightsource Renewable Services Limited relating to the Operation and Maintenance Agreement dated 16 April 2015.
- 10 The O&M Amendment Agreement dated 20 October 2015 between Kala Power Limited and Lightsource Renewable Services Limited relating to the Operation and Maintenance Agreement dated 8 January 2015.
- 11 The O&M Amendment Agreement dated 20 October 2015 between Manor Farm (Solar Power) Limited and Lightsource Renewable Services Limited relating to the Operation and Maintenance Agreement dated 16 April 2015

- 12 The O&M Amendment Agreement dated 20 October 2015 between Tonatiuh Trading 1 Limited and Lightsource Renewable Services Limited relating to the Operation and Maintenance Agreement dated 8 January 2015
13. The O&M Amendment Agreement dated 20 October 2015 between Tuwale Power Limited and Lightsource Renewable Services Limited relating to the Operation and Maintenance Agreement dated 16 April 2015.
- 14 The O&M Amendment Agreement dated 20 October 2015 between Gnowee Power Limited and Lightsource Renewable Services Limited relating to the Operation and Maintenance Agreement dated 16 April 2015.
- 15 The O&M Amendment Agreement dated 20 October 2015 between Donoma Power Limited and Lightsource Renewable Services Limited relating to the Operation and Maintenance Agreement dated 8 January 2015.
- 16 The O&M Amendment Agreement dated 20 October 2015 between Pont Andrew Solar Limited and Lightsource Renewable Services Limited relating to the Operation and Maintenance Agreement dated 14 May 2015
- 17 The O&M Amendment Agreement dated 20 October 2015 between Sula Power Limited and Lightsource Renewable Services Limited relating to the Operation and Maintenance Agreement dated 8 January 2015
18. The O&M Amendment Agreement dated 20 October 2015 between Lightsource SPV 32 Limited and Lightsource Renewable Services Limited relating to the Operation and Maintenance Agreement dated 21 May 2015
19. The O&M Amendment Agreement dated 20 October 2015 between Palk Power Limited and Lightsource Renewable Services Limited relating to the Operation and Maintenance Agreement dated 16 April 2015.
- 20 The O&M Amendment Agreement dated 20 October 2015 between Lightsource SPV 5 Limited and Lightsource Renewable Services Limited relating to the Operation and Maintenance Agreement dated 14 May 2015.
- 21 The O&M Amendment Agreement dated 20 October 2015 between MTS Trefinnick Solar Ltd and Lightsource Renewable Services Limited relating to the Operation and Maintenance Agreement dated 21 May 2015.
- 22 The O&M Amendment Agreement dated 20 October 2015 between Nextpower Trevemper Limited and Lightsource Renewable Services Limited relating to the Operation and Maintenance Agreement dated 16 April 2015.
- 23 The O&M Amendment Agreement dated 20 October 2015 between Lightsource SPV 49 Limited and Lightsource Renewable Services Limited relating to the Operation and Maintenance Agreement dated 14 May 2015.
- 24 The O&M Amendment Agreement dated 20 October 2015 between Nima Power Limited and Lightsource Renewable Services Limited relating to the Operation and Maintenance Agreement dated 16 April 2015

25. The O&M Amendment Agreement dated 20 October 2015 between Aashman Power Limited and Lightsource Renewable Services Limited relating to the Operation and Maintenance Agreement dated 8 January 2015.
26. The O&M Amendment Agreement dated 20 October 2015 between Meri Power Limited and Lightsource Renewable Services Limited relating to the Operation and Maintenance Agreement dated 8 January 2015.
27. The O&M Amendment Agreement dated 20 October 2015 between Lightsource SPV 69 Limited and Lightsource Renewable Services Limited relating to the Operation and Maintenance Agreement dated 21 May 2015

PART C O&M GUARANTEES

1. The Parent Company Guarantee O&M dated 20 October 2015 between Lightsource SPV 50 Limited and Lightsource Renewable Energy Limited
2. The Parent Company Guarantee O&M dated 20 October 2015 between Lightsource SPV 106 Limited and Lightsource Renewable Energy Limited
3. The Parent Company Guarantee O&M dated 20 October 2015 between Sun and Soil Renewable 12 Limited and Lightsource Renewable Energy Limited
4. The Parent Company Guarantee O&M dated 20 October 2015 between Lightsource SPV 79 Limited and Lightsource Renewable Energy Limited
5. The Parent Company Guarantee O&M dated 20 October 2015 between Lightsource SPV 26 Limited and Lightsource Renewable Energy Limited
6. The Parent Company Guarantee O&M dated 20 October 2015 between Lightsource SPV 76 Limited and Lightsource Renewable Energy Limited.
7. The Parent Company Guarantee O&M dated 20 October 2015 between Burnthouse Solar Limited and Lightsource Renewable Energy Limited.
8. The Parent Company Guarantee O&M dated 21 May 2015 between Lightsource SPV 69 Limited and Lightsource Renewable Energy Limited including any amendments thereto
9. The Parent Company Guarantee O&M dated 21 May 2015 between Chittering Solar Limited and Lightsource Renewable Energy Limited including any amendments thereto
10. The Parent Company Guarantee O&M dated 21 May 2015 between Lightsource SPV 8 Limited and Lightsource Renewable Energy Limited including any amendments thereto.
11. The Parent Company Guarantee O&M dated 21 May 2015 between TGC Solar 106 Limited and Lightsource Renewable Energy Limited including any amendments thereto

- 12 The Parent Company Guarantee O&M dated 21 May 2015 between Lora Solar Limited and Lightsource Renewable Energy Limited including any amendments thereto
- 13 The Parent Company Guarantee O&M dated 21 May 2015 between Ffos Las Solar Developments Limited and Lightsource Renewable Energy Limited including any amendments thereto
- 14 The Parent Company Guarantee O&M dated 21 May 2015 between TGC Solar 91 Limited and Lightsource Renewable Energy Limited including any amendments thereto
- 15 The Parent Company Guarantee O&M dated 21 May 2015 between Pont Andrew Limited and Lightsource Renewable Energy Limited including any amendments thereto
16. The Parent Company Guarantee O&M dated 21 May 2015 between Lightsource SPV 32 Limited and Lightsource Renewable Energy Limited including any amendments thereto.
- 17 The Parent Company Guarantee O&M dated 21 May 2015 between Lightsource SPV 5 Limited and Lightsource Renewable Energy Limited including any amendments thereto.
- 18 The Parent Company Guarantee O&M dated 21 May 2015 between MTS Trefennick Solar Limited and Lightsource Renewable Energy Limited including any amendments thereto
- 19 The Parent Company Guarantee O&M dated 21 May 2015 between Lightsource SPV 49 Limited and Lightsource Renewable Energy Limited including any amendments thereto
- 20 The Parent Company Guarantee O&M dated 16 April 2015 between e Howbery Solar Park Limited and Lightsource Renewable Energy Limited including any amendments thereto
- 21 The Parent Company Guarantee O&M dated 16 April 2015 between Manor Farm (Solar Power) Limited and Lightsource Renewable Energy Limited including any amendments thereto
- 22 The Parent Company Guarantee O&M dated 16 April 2015 Nima Power Limited and Lightsource Renewable Energy Limited including any amendments thereto.
- 23 The Parent Company Guarantee O&M dated 16 April 2015 between Tuwale Power Limited and Lightsource Renewable Energy Limited including any amendments thereto.
- 24 The Parent Company Guarantee O&M dated 16 April 2015 between Gnowee Power Limited and Lightsource Renewable Energy Limited including any amendments thereto

- 25 The Parent Company Guarantee O&M dated 16 April 2015 between Nextpower Trevemper Limited and Lightsource Renewable Energy Limited including any amendments thereto.
- 26 The Parent Company Guarantee O&M dated 8 January 2015 between Meri Power Limited and Lightsource Renewable Energy Limited including any amendments thereto.
- 27 The Parent Company Guarantee O&M dated 3 December 2012 between Kala Power Limited and Lightsource Renewable Energy Limited including any amendments thereto
- 28 The Parent Company Guarantee O&M dated 8 January 2015 between Tonatiuh Trading 1 Limited and Lightsource Renewable Energy Limited including any amendments thereto.
29. The Parent Company Guarantee O&M dated 8 January 2015 between Donoma Power Limited and Lightsource Renewable Energy Limited including any amendments thereto.
- 30 The Parent Company Guarantee O&M dated 8 January 2015 between Aashman Power Limited and Lightsource Renewable Energy Limited including any amendments thereto.
- 31 The Parent Company Guarantee O&M dated 8 January 2015 between Shakti Power Limited and Lightsource Renewable Energy Limited including any amendments thereto.
- 32 The Parent Company Guarantee O&M dated 8 January 2015 between Sular Power Limited and Lightsource Renewable Energy Limited including any amendments thereto
- 33 The Parent Company Guarantee O&M dated 8 January 2015 between Palk Power Limited and Lightsource Renewable Energy Limited including any amendments thereto

SCHEDULE 10
PROJECT SERVICES

PART A
PROJECT SERVICES AGREEMENTS

- 1 Agreement dated 8 January 2015 between Meri Power Limited and Lightsource Asset Management Limited
- 2 Agreement dated 8 January 2015 between Donoma Power Limited and Lightsource Asset Management Limited.
- 3 Agreement dated 8 January 2015 between Kala Power Limited and Lightsource Asset Management Limited.
4. Agreement dated 8 January 2015 between Tonitruah Trading 1 Limited and Lightsource Asset Management Limited
- 5 Agreement dated 16 April 2015 between Palk Power Limited and Lightsource Asset Management Limited
6. Agreement dated 8 January 2015 between Aashman Power Limited and Lightsource Asset Management Limited
- 7 Agreement dated 8 January 2015 between Shakti Power Limited and Lightsource Asset Management Limited
8. Agreement dated 8 January 2015 between Sula Power Limited and Lightsource Asset Management Limited
- 9 Agreement dated 16 April 2015 between Nextpower Trevemper Limited and Lightsource Asset Management Limited.
- 10 Agreement dated 16 April 2015 between Tuwale Power Limited and Lightsource Asset Management Limited.
- 11 Agreement dated 16 April 2015 between the Nima Power Limited and Lightsource Asset Management Limited
- 12 Agreement dated 16 April 2015 between Gnowee Power Limited and Lightsource Asset Management Limited.
- 13 Agreement dated 16 April 2015 between Manor Farm (Solar Power) Ltd and Lightsource Asset Management Limited
- 14 Agreement dated 16 April 2015 between Howbery Solar Park Limited and the Lightsource Asset Management Limited.
- 15 Agreement dated 21 May 2015 between Lightsource SPV 5 Limited and Lightsource Asset Management Limited.

- 16 Agreement dated 21 May 2015 between Lightsource SPV 49 Limited and Lightsource Asset Management Limited
- 17 Agreement dated 21 May 2015 between Lora Solar Limited and Lightsource Asset Management Limited
- 18 Agreement dated 21 May 2015 between TGC Solar 91 Limited and Lightsource Asset Management Limited
- 19 Agreement dated 21 May 2015 between Pont Andrew Limited and Lightsource Asset Management Limited
20. Agreement dated 21 May 2015 between Ffos Las Solar Developments Limited and Lightsource Asset Management Limited.
- 21 Agreement dated 21 May 2015 between Chittering Solar Limited and Lightsource Asset Management Limited
- 22 Agreement dated 21 May 2015 between TGC Solar 106 Limited and Lightsource Asset Management Limited.
23. Agreement dated 21 May 2015 between MTS Trefinnick Solar Ltd and Lightsource Asset Management Limited
- 24 Agreement dated 21 May 2015 between Lightsource SPV 8 Limited and Lightsource Asset Management Limited
- 25 Agreement dated 21 May 2015 between Lightsource SPV 69 Limited and Lightsource Asset Management Limited
- 26 Agreement dated 21 May 2015 between Lightsource SPV 32 Limited and Lightsource Asset Management Limited
- 27 Agreement dated 19 May 2015 between Burnthouse Solar Limited and Lightsource Asset Management Limited
- 28 Agreement dated 19 May 2015 between Lightsource SPV 76 Limited and Lightsource Asset Management Limited
29. Agreement dated 19 May 2015 between Sun and Soil Renewable 12 Limited and Lightsource Asset Management Limited.
- 30 Agreement dated 19 May 2015 between Lightsource SPV 26 Limited and Lightsource Asset Management Limited
- 31 Agreement dated 19 May 2015 between Lightsource SPV 50 Limited and Lightsource Asset Management Limited
32. Agreement dated 19 May 2015 between Lightsource SPV 79 Limited and Lightsource Asset Management Limited

- 33 Agreement dated 19 May 2015 between Lightsource SPV 106 Limited and Lightsource Asset Management Limited

PART B
PROJECT SERVICES GUARANTEES

- 1 The guarantee given by Lightsource Renewable Energy Limited in favour of Meri Power Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 8 January 2015.
- 2 The guarantee given by Lightsource Renewable Energy Limited in favour of Donoma Power Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 8 January 2015
- 3 The guarantee given by Lightsource Renewable Energy Limited in favour of Kala Power Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 8 January 2015
- 4 The guarantee given by Lightsource Renewable Energy Limited in favour of Tonatiuh Trading 1 Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 8 January 2015.
- 5 The guarantee given by Lightsource Renewable Energy Limited in favour of Palk Power Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 16 April 2015.
- 6 The guarantee given by Lightsource Renewable Energy Limited in favour of Aashman Power Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 8 January 2015
- 7 The guarantee given by Lightsource Renewable Energy Limited in favour of Shakti Power Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 8 January 2015.
- 8 The guarantee given by Lightsource Renewable Energy Limited in favour of Sula Power Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 8 January 2015
- 9 The guarantee given by Lightsource Renewable Energy Limited in favour of Nextpower Trevemper Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 16 April 2015
- 10 The guarantee given by Lightsource Renewable Energy Limited in favour of Tuwale Power Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 16 April 2015
- 11 The guarantee given by Lightsource Renewable Energy Limited in favour of Nima Power Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 16 April 2015.

- 12 The guarantee given by Lightsource Renewable Energy Limited in favour of Gnowee Power Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 16 April 2015.
- 13 The guarantee given by Lightsource Renewable Energy Limited in favour of Manor Farm (Solar Power) Ltd to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 16 April 2015.
14. The guarantee given by Lightsource Renewable Energy Limited in favour of Howbery Solar Park Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 16 April 2015.
- 15 The guarantee given by Lightsource Renewable Energy Limited in favour of Lightsource SPV 5 Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 21 May 2015
16. The guarantee given by Lightsource Renewable Energy Limited in favour of Lightsource SPV 49 Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 21 May 2015.
17. The guarantee given by Lightsource Renewable Energy Limited in favour of Lora Solar Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 21 May 2015.
- 18 The guarantee given by Lightsource Renewable Energy Limited in favour of TGC Solar 91 Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 21 May 2015
19. The guarantee given by Lightsource Renewable Energy Limited in favour of Pont Andrew Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 21 May 2015
- 20 The guarantee given by Lightsource Renewable Energy Limited in favour of Ffos Las Solar Developments Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 21 May 2015.
- 21 The guarantee given by Lightsource Renewable Energy Limited in favour of Chittering Solar Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 21 May 2015
22. The guarantee given by Lightsource Renewable Energy Limited in favour of TGC Solar 106 Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 21 May 2015.
- 23 The guarantee given by Lightsource Renewable Energy Limited in favour of MTS Trefinnick Solar Ltd to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 21 May 2015
- 24 The guarantee given by Lightsource Renewable Energy Limited in favour of Lightsource SPV 8 Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 21 May 2015

- 25 The guarantee given by Lightsource Renewable Energy Limited in favour of Lightsource SPV 69 Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 21 May 2015
- 26 The guarantee given by Lightsource Renewable Energy Limited in favour of Lightsource SPV 32 Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 21 May 2015
- 27 The guarantee given by Lightsource Renewable Energy Limited in favour of Burnthouse Solar Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 19 May 2015.
- 28 The guarantee given by Lightsource Renewable Energy Limited in favour of Lightsource SPV 76 Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 19 May 2015
- 29 The guarantee given by Lightsource Renewable Energy Limited in favour of Sun and Soil Renewable 12 Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 19 May 2015
- 30 The guarantee given by Lightsource Renewable Energy Limited in favour of Lightsource SPV 26 Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 19 May 2015
- 31 The guarantee given by Lightsource Renewable Energy Limited in favour of Lightsource SPV 50 Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 27 May 2015
- 32 The guarantee given by Lightsource Renewable Energy Limited in favour of Lightsource SPV 79 Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 19 May 2015
- 33 The guarantee given by Lightsource Renewable Energy Limited in favour of Lightsource SPV 106 Limited to guarantee the due performance of a project services agreement by Lightsource Asset Management Limited dated 19 May 2015

SCHEDULE 11 LEASES

- 1 Lease dated 11 May 2011 between (i) John Brown and Fay Brown of Benbole, St Kew Highway, Wadebridge, Cornwall, PL30 3ES and (ii) Meri Power Limited.
- 2 Lease dated 8 June 2011 between (i) Roger Edward Pykett of The Hardlands, Hawksworth Road, Screventon, Nottinghamshire NG13 8JP and (ii) Donoma Power Limited
- 3 Lease dated 18 May 2011 between (i) Michael John Moss and Jacqueline Joy Moss of Howton Farm, Pillaton, Saltash, Cornwall, PL12 6QY and (ii) Kala Power Limited
- 4 Lease dated 3 June 2011 between (i) E A Sheardown & Company Limited whose registered office is at Westfield Farm, Marston, Grantham, Lincolnshire, NG32 2JU Landlord and (ii) Tonatruh Trading 1 Limited
- 5 Lease dated 20 April 2011 between (i) Peter Simpkin, Nadine Simpkin and Barnett Waddingham Trustees (1980) Limited as trustees of the Minton Group Pension Scheme (Peter Simpkin and Nadine Simpkin of Beauchamp House, Paris, Ashton-under-Hill, Evesham WR11 7SZ and Arnhem House, 31 Waterloo Way, Leicester, LE1 6LR), (ii) Barnett Waddingham Trustees (1980) Limited of 7th Floor, Pinnacle, 67 Albion Street, Leeds LS1 5AA and (iii) Palk Power Limited.
6. Lease dated 3 October 2014 between (i) Roderick Leslie Hamilton Steen, Antony Giles Gestwick and Lady Rosemary Ann Hughes being the Trustees of B S Pell Deceased (c/o May May and Merriman, 12 South Square, Grays Inn, London WC1R 5HH) and (ii) Aashman Power Limited.
- 7 Leases dated 27 July 2011 and 31 January 2012 between (i) Dunsfold Park Limited whose registered office is at Administration Building, Dunsfold Park, Cranleigh, Surrey GU6 8TB and (ii) Shakti Power Limited.
- 8 Lease dated 27 May 2011 between (i) Promens Packaging Limited whose registered office is at Main Production Site and Head Office, Ellough, Beccles, Suffolk NR34 7TB and (ii) Sula Power Limited.
- 9 Lease dated 18 November 2011 between (i) Arthur Michael Johnston Galsworthy of Trewithen, Grampound Road, Truro, Cornwall TR2 4DD and (ii) Nextpower Trevemper Limited
- 10 Lease dated 20 May 2011 between (i) Peter Dennis Smeaton & PIM Trustees Limited whose registered office is at The Old Tannery, Oakdene Road, Redhill, Surrey RH1 6BT (in their capacity as Trustees for Moor Leasing SSAS), (ii) Michael Joseph Crosse and PIM Trustees Limited whose registered office is at The Old Tannery, Oakdene Road, Redhill, Surrey RH1 6BT (in their capacity as Trustee for M & M SSAS) and (iii) Tuwale Power Limited.
- 11 Lease dated 19 April 2011 between (i) Wheal Jane Services Limited whose registered office is at Old Mine Offices, Wheal Jane, Baldhu, Truro, Cornwall TR3 6EE, (ii) Brownfield Investments Limited whose registered office is at Old Mine Offices, Wheal Jane, Baldhu, Truro, Cornwall TR3 6EE, (iii) Wheal Jane Limited whose

registered office is at Old Mine Offices, Wheal Jane, Baldhu, Truro, Cornwall TR3 6EE and (iv) Nima Power Limited.

12. Lease dated 20 May 2011 between (i) Peter Dennis Smeaton & PIM Trustees Limited whose registered office is at The Old Tannery, Oakdene Road, Redhill, Surrey RH1 6BT (in their capacity as Trustees for Moor Leasing SSAS), (ii) Michael Joseph Crosse and PIM Trustees Limited whose registered office is at The Old Tannery, Oakdene Road, Redhill, Surrey RH1 6BT (in their capacity as Trustee for M & M SSAS) and (iii) Gnowee Power Limited.
13. Lease dated 20 September 2011 between (i) Angus Crawford Macdonald of Puslinch, Yealmpton, Devon, PL8 2NN and (ii) Manor Farm (Solar Power) Ltd
14. Lease dated 26 May 2011 between (i) HR Wallingford Limited whose registered office is at Howbery Park, Wallingford, Oxfordshire, OX10 8BA and (ii) Howbery Solar Park Limited.
15. Lease dated 6 July 2012 between (i) Brian Henry Avery and Janet Kay Avery of Summerlands Poughill Crediton Devon EX17 4DF and (ii) Lightsource SPV 5 Limited.
16. Lease dated 25 June 2012 between (i) James Martin Strong and (ii) Lightsource SPV 49 Limited.
17. Lease dated 17 July 2012 between (i) Anesco Asset Management Limited whose registered office is at 10 The Green, Easter Park, Benyon Road, Reading, Berkshire RG7 2PQ and (ii) Lora Solar Limited
18. Lease dated 28 March 2012 between (i) Elwyn George Cleave and Mary Louise Cleave of Great Knowle, Pyworthy, Holsworthy, Devon and (ii) TGC Solar 91 Limited
19. Lease dated 30 March 2012 between (i) Walters Mining Limited whose is at Hirwaun House, Hirwaun Industrial Estate, Hirwaun, Aberdare, CF44 9UL (now known as Walters Resources Limited), and (ii) Pont Andrew Limited
20. Lease dated 4 April 2012 between (i) Ffos Las Limited whose registered office is at Hirwaun House, Hirwaun Industrial Estate, Hirwaun, Aberdare, CF44 9UL and (ii) Ffos Las Solar Developments Limited
21. Lease dated 4 April 2012 between (i) Anthony Grennan of School House Pinged Burry Port SA16 0JW acting by Amanda Jayne Rees of John Collins & Partners LLP Venture Court Valley Way Swansea SA6 8QP who is the Transferor's deputy pursuant to an order of the Court of Protection dated 17 September 2009 and (ii) Ffos Las Solar Developments Limited
22. Lease dated 17 May 2012 between (i) G I.L. Watts and I W Watts of 4 Abbey Place, Fordham, Cambridgeshire, CB7 5WS and (ii) Chittering Solar Limited.
23. Lease dated 19 April 2012 between (i) Geoffrey John Petherick and Linda Petherick of Eastacombe Farm, Clawton, Holsworthy, Devon and (ii) TGC Solar 106 Limited.

- 24 Lease dated 1 March 2013 between (i) Peter John Harfoot and John Charles Harfoot of Ford Farm, St Ive, Liskeard, Cornwall, PL14 3LX and (ii) MTS Trefinnick Solar Ltd
- 25 Lease dated 21 August 2013 between (i) David Henry Moore and Elizabeth Annie Moore of Barleycorn, Weare Giffard, Bideford, Devon EX39 4QX and (ii) Lightsource SPV 8 Limited
- 26 Lease dated 15 April 2013 between (i) William Edwin Wyatt of Blatchworthy Farm Stoodleigh Tiverton Devon EX16 9QH and (ii) Lightsource SPV 69 Limited.
- 27 Lease dated 18 September 2013 between (i) Michael Bryan Rose of Rudge Hill Farm, Sturminster, Newton, Devon, DT10 2AB and (ii) Lightsource SPV 32 Limited.
28. Lease dated 13 October 2014 between (i) Royston Farms Limited whose registered office is at Grange Farm, Grange Road, Duxford, Cambridgeshire CB22 4WF) and (ii) Burnthouse Solar Limited
- 29 Lease dated 1 October 2014 between (i) Andrew James Plant and Rosemary James Plant of Treguff Farm Cowbridge Vale of Glamorgan CF71 7LT and (ii) Lightsource SPV 76 Limited
30. Lease dated 14 November 2014 between (i) Stephen James Rhodes of Primrose Hill Farm, Bardney Road, Wragby, Market Rasen, Lincolnshire, LN8 5JE and (ii) Sun and Soil Renewable 12 Limited
- 31 Lease dated 31 October 2014 between (i) Ian Ronald Phelps, Michael Robert Bugden and Michael Boyde Glynn as the Trustees of the Mr Phelps Settlement c/o Gibbons Mannington & Phipps, 20 Eversley Road, Bexhill on Sea, East Sussex TN40 1HE and (ii) Lightsource SPV 26 Limited.
- 32 Lease dated 30 October 2014 between (i) Michael B Wilkes, Vivienne A Wilkes both of 134 Canford Cliffs Road, Poole Dorset, BH13 7ER and M B Wilkes Limited of Old Market Road, Corfe Mullen, Wimborne, Dorset and (ii) Lightsource SPV 50 Limited.
- 33 Lease dated 23 January 2015 between (i) Maryrose Thomson and Neil Barrett Thomson of Bilbury Farm Dinton Road Wylve Warminster BA12 0RB and (ii) Lightsource SPV 79 Limited.
- 34 Lease dated 4 February 2015 between (i) Gaius John Sear of Hill Farm, 19 Tilsworth Road, Stanbridge, Leighton Buzzard LU7 9HT and Robert Harry Sear of Charity Farm, Eggington, Leighton Buzzard LU7 9PB and (ii) Lightsource SPV 106 Limited

SCHEDULE 12
VAT INDEMNITIES

- 1 Share Distribution Agreement dated 7 October 2015 between Lightsource SPV 138 Limited and Lightsource Renewable Energy Holdings Limited
- 2 Share Distribution Agreement dated 7 October 2015 between Lightsource SPV 101 Limited and Lightsource Renewable Energy Holdings Limited

EXECUTION PAGES TO DEBENTURE

THE CHARGORS

**EXECUTED AS A DEED by
MERI POWER LIMITED**

)
[Redacted Signature]

Signature of Director

Name of Director

Timothy Arthur

in the presence of

[Redacted Signature]

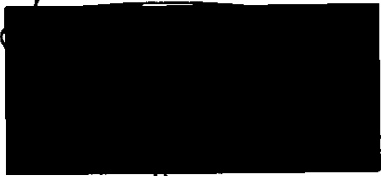
Signature of witness

Name of witness

Georgina Kirkwood
Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS

Address of witness

EXECUTED AS A DEED by)
DONOMA POWER LIMITED)



Signature of Director

Name of Director

Timothy Arthur

in the presence of:



Signature of witness

~~Georgina Kirkwood~~
~~Dentons UKMEALLP~~
~~One Fleet Place~~
~~London EC4M 7WS~~

Name of witness

Address of witness

EXECUTED AS A DEED by)
KALA POWER LIMITED)



Signature of Director

Name of Director

Timothy Arthur

in the presence of



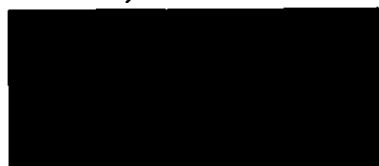
Signature of witness

Georgina Kirkwood
Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS

Name of witness

Address of witness

EXECUTED AS A DEED by)
TONATIUH TRADING 1LIMITED)



Signature of Director

Name of Director

Timothy Arthur

in the presence of:



Signature of witness

Georgina Kirkwood

Name of witness

Dentons UKMEA LLP

One Fleet Place

Address of witness

London EC4M 7WS

EXECUTED AS A DEED by
PALK POWER LIMITED

)
)




Signature of Director

Name of Director

Timothy Arthur

in the presence of:



Signature of witness

Georgina Kirkwood
Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS

Name of witness

Address of witness

EXECUTED AS A DEED by)
AASHMAN POWER LIMITED)



Signature of Director

Timothy Arthur

Name of Director

in the presence of:



Signature of witness

Georgina Kirkwood
Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS

Name of witness

Address of witness

EXECUTED AS A DEED by)
SHAKTI POWER LIMITED)



Signature of Director

Timothy Arthur

Name of Director

in the presence of:



Signature of witness

Georgina Kirkwood

Name of witness

Dentons UKMEA LLP

One Fleet Place

Address of witness

London EC4M 7WS

EXECUTED AS A DEED by)
SULA POWER LIMITED)



Signature of Director

Name of Director

Timothy Arthur

in the presence of



Signature of witness

Georgina Kirkwood
Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS

Name of witness

Address of witness

EXECUTED AS A DEED by
NEXTPOWER TREVEMPER LIMITED)



Signature of Director

Name of Director

Timothy Arthur

in the presence of:



Signature of witness

Georgina Kirkwood

Name of witness

Dentons UKMEALLP

010 Fleet Place

Address of witness

London EC4M 7WS

EXECUTED AS A DEED by)
TUWALE POWER LIMITED)



Signature of Director

Name of Director

Timothy Arthur

in the presence of:



Signature of witness

Georgina Kirkwood
Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS

Name of witness

Address of witness

EXECUTED AS A DEED by)
NIMA POWER LIMITED)



Signature of Director

Name of Director

Timothy Arthur

in the presence of



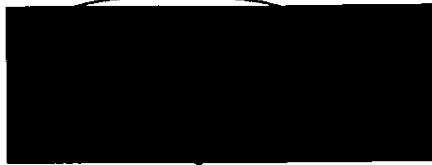
Signature of witness

Georgina Kirkwood
Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS

Name of witness

Address of witness

EXECUTED AS A DEED by)
GNOWEE POWER LIMITED)



Signature of Director

Name of Director

Timothy Arthur

in the presence of:



Signature of witness

Germaine Kirkwood
Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS

Name of witness

Address of witness

EXECUTED AS A DEED by
MANOR FARM (SOLAR POWER) LTD

)



Signature of Director

Name of Director

Timothy Arthur

in the presence of:



Signature of witness

Georgina Kirkwood

Name of witness


Durham MEA LLP

One Fleet Place

Address of witness

London EC4M 7WS

EXECUTED AS A DEED by)
HOWBERY SOLAR PARK LIMITED)



Signature of Director

Name of Director

Timothy Arthur

in the presence of:



Signature of witness

Georgina Kirkwood
Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS

Name of witness

Address of witness

EXECUTED AS A DEED by
LIGHTSOURCE SPV 5 LIMITED

)
)



Signature of Director

Name of Director

Timothy Arthur

in the presence of:



Signature of witness

Georgina Kirkwood

Name of witness

Centon UKMEA LLP

Centon Place

Address of witness

London EC4M 7WS

EXECUTED AS A DEED by)
LIGHTSOURCE SPV 49 LIMITED)



Signature of Director

Name of Director

Timothy Arthur

in the presence of:



Signature of witness

Georgina Kirkwood

Name of witness

Dentons UKMEA LLP

One Fleet Place

Address of witness

London EC4M 7WS

EXECUTED AS A DEED by)
LORA SOLAR LIMITED)



Signature of Director

Name of Director

Timothy Arthur

in the presence of:



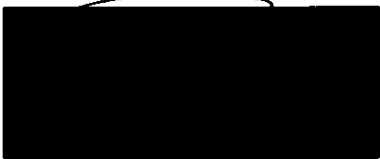
Signature of witness

Georgina Kirkwood
Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS

Name of witness

Address of witness

EXECUTED AS A DEED by)
TGC SOLAR 91 LIMITED)



Signature of Director

Name of Director

Timothy Arthur

in the presence of:



Signature of witness

Georgina Kirkwood
Dennis UKMEA LLP
one Fleet Place
London EC4M 7WS

Name of witness

Address of witness

**EXECUTED AS A DEED by
PONT ANDREW LIMITED**

)



Signature of Director

Name of Director

Timothy Arthur

in the presence of:



Signature of witness

Georgina Kirkwood
Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS

Name of witness

Address of witness

EXECUTED AS A DEED by)
FFOS LAS SOLAR DEVELOPMENTS LIMITED)



Signature of Director

Name of Director

Timothy Arthur

in the presence of:



Signature of witness

Georgina Kirkwood
Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS

Name of witness

Address of witness

EXECUTED AS A DEED by
CHITTERING SOLAR LIMITED



Signature of Director

Name of Director

Timothy Arthur

in the presence of



Signature of witness

Georgina Kirkwood
Dentons UKMEALLP
One Fleet Place
London EC4M 7WS

Name of witness

Address of witness

**EXECUTED AS A DEED by
TGC SOLAR 106 LIMITED**

)
)



Signature of Director

Name of Director

Timothy Arthur

in the presence of



Signature of witness

Georgina Kirkwood
Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS

Name of witness

Address of witness

EXECUTED AS A DEED by
MTS TREFINNICK SOLAR LTD)



Signature of Director

Name of Director

Timothy Arthur

in the presence of



Signature of witness

Georgina Kirkwood
Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS

Name of witness

Address of witness

**EXECUTED AS A DEED by
LIGHTSOURCE SPV 8 LIMITED**



Signature of Director

Name of Director

Timothy Arthur

in the presence of:



Signature of witness

Georgina Kirkwood

Name of witness

Dentons UKMEA LLP

One Fleet Place

Address of witness

London EC4M 7WS

EXECUTED AS A DEED by
LIGHTSOURCE SPV 69 LIMITED

)
[Redacted Signature]

Signature of Director

Name of Director

Timothy Arthur

in the presence of:

[Redacted Signature]

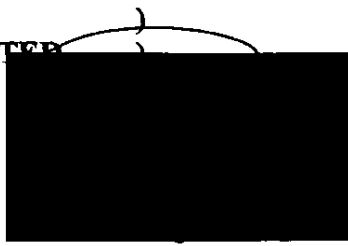
Signature of witness

Georgina Kirkwood
Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS

Name of witness

Address of witness

EXECUTED AS A DEED by
LIGHTSOURCE SPV 32 LIMITED



Signature of Director

Name of Director

Timothy Arthur

in the presence of:



Signature of witness

Georgina Kirkwood
Dentons UKMEALLP
One Fleet Place
London EC4M 7WS

Name of witness

Address of witness

EXECUTED AS A DEED by)
BURNTHOUSE SOLAR LIMITED)

[Redacted Signature]

Signature of Director

Ian Hardie

Name of Director

in the presence of.

[Redacted Signature]


Signature of witness

Georgina Kirkwood
Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS


Name of witness

Address of witness

EXECUTED AS A DEED by)
LIGHTSOURCE SPV 76 LIMITED)

 Signature of Director
Ian Hardie Name of Director

in the presence of:

 Signature of witness

Georgina Kirkwood Name of witness

Dentons UKMEA LLP
One Fleet Place Address of witness
London EC4M 7WS

EXECUTED AS A DEED by)
SUN AND SOIL RENEWABLE 12 LIMITED)



Signature of Director

Ian Hardie

Name of Director

in the presence of:



Signature of witness

Georgina Kirkwood
Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS

Name of witness

Address of witness

EXECUTED AS A DEED by)
LIGHTSOURCE SPV 26 LIMITED)



Signature of Director

Ian Hardie

Name of Director

in the presence of.




Signature of witness

Georgina Kirkwood
Dentons UKMEALLP
One Fleet Place
London EC4M 7WS


Name of witness

Address of witness


EXECUTED AS A DEED by)
LIGHTSOURCE SPV 50 LIMITED)

 Signature of Director
Ian Hardie Name of Director

in the presence of:

 Signature of witness
Georgina Kirkwood Name of witness
Dentons UKMEA LLP
One Fleet Place Address of witness
London EC4M 7WS

EXECUTED AS A DEED by)
LIGHTSOURCE SPV 79 LIMITED)

 Signature of Director
Ian Handie Name of Director

in the presence of:

 Signature of witness

Georgina Kirkwood Name of witness

Dentons UKMEA LLP
One Fleet Place Address of witness
London EC4M 7WS

EXECUTED AS A DEED by)
LIGHTSOURCE SPV 106 LIMITED)

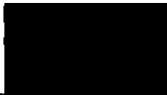


Signature of Director

Ian Handie

Name of Director

in the presence of:



Signature of witness

Georgina Kirkwood
Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS

Name of witness

Address of witness

SENIOR SECURITY TRUSTEE

Signed for and behalf of
**PRUDENTIAL TRUSTEE COMPANY
LIMITED**

)
)
)
)
)

