



Registration of a Charge

Company name: **Pont Andrew Limited**

Company number: **08000303**



X4MS1TLY

Received for Electronic Filing: **22/12/2015**

Details of Charge

Date of creation: **14/12/2015**

Charge code: **0800 0303 0004**

Persons entitled: **PRUDENTIAL TRUSTEE COMPANY LIMITED**

Brief description: **MORTGAGE OF AND FIXED CHARGE OVER THE SOLAR FARM AT LAND AT PONT ANDREW SITE, PONTYBERE, TITLE NUMBER CYM559204. FOR MORE DETAILS, PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

ABRAHAM KNIGHT



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8000303

Charge code: 0800 0303 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th December 2015 and created by Pont Andrew Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2015 .

Given at Companies House, Cardiff on 23rd December 2015

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

EXECUTION VERSION

DATED 14 DECEMBER 2015

THE OPERATING COMPANIES
AS CHARGORS

IN FAVOUR OF

PRUDENTIAL TRUSTEE COMPANY LIMITED
AS SENIOR SECURITY TRUSTEE

SUPPLEMENTAL DEBENTURE

SUPPLEMENTAL TO A OPCO DEBENTURE DATED 4
NOVEMBER 2015

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THIS SUPPLEMENTAL DEBENTURE is made by way of deed on 14 December 2015

BY:

- (1) **THE OPERATING COMPANIES** listed in Schedule 1 of the OpCo Debenture (together the "**Chargors**" and each a "**Chargor**") 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**").

RECITALS:

- (A) Pursuant to the Common Terms Agreement (as defined below) each Chargor created security over certain of its assets in favour of the Senior Security Trustee as continuing security for the payment and discharge of all the Secured Obligations (as defined in the OpCo Debenture).
- (B) Each Chargor wishes to confirm the existing security created pursuant to the OpCo Debenture and grant additional security over certain real property in respect of its obligations to the Noteholders.
- (C) This Supplemental Debenture is supplemental to the OpCo Debenture.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Supplemental Debenture:

"Amended Secured Obligations" means the Secured Obligations as defined in the OpCo Debenture as supplemented by this Supplemental Debenture.

"OpCo Debenture" means the debenture dated 4 November 2015 between the Chargors and the Senior Security Trustee.

"Original Security" means the Security created by or pursuant to the OpCo Debenture.

"Relevant Chargors" means Lightsource SPV 5 Limited, Lora Solar Limited, Pont Andrew Limited, Ffos Las Solar Developments Limited, Chittering Solar Limited, TGC Solar 106 Limited, Lightsource SPV 69 Limited, Burnthouse Solar Limited and Lightsource SPV 26 Limited.

1.2 Terms defined in other Finance Documents

Unless defined in this Supplemental Debenture, or the context otherwise requires, a term defined in the OpCo Debenture has the same meaning in this Supplemental Debenture, or any notice given under or in connection with this Supplemental Debenture.

1.3 Construction

The rules of interpretation contained in clause 1.1 (*Interpretation*) of the Intercreditor Agreement shall apply to the construction of this Supplemental Debenture, or in any notice given under or in connection with this Supplemental Debenture;

1.4 Incorporation of provisions from Common Terms Agreement

Clauses 8.1 (*Currency indemnity*), 28.1 (*Accounts*) and 28.2 (*Certificates and determinations*) of the Common Terms Agreement are deemed to form part of this Supplemental 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 Operating Companies were references to the Chargor; and
- (c) Finance Documents were references to this Supplemental Debenture.

1.5 Third party rights

A person who is not a party to this Supplemental 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 Supplemental Debenture.

1.6 Real Property

1.6.1 A reference in this Supplemental 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.

1.6.2 The terms of the Common Terms Agreement and each other Finance Document are incorporated into this Supplemental Debenture and each other Finance Document to the extent required for any purported disposition of any Real Property contained in any Finance Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.7 Present and future assets

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

1.8 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 Supplemental 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 Supplemental Debenture shall be construed as a reference to the Senior Security Trustee acting on the 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 (as the case may be) in accordance with the provisions of the Intercreditor Agreement.

2. CONFIRMATION OF EXISTING SECURITY

For the avoidance of doubt, each Chargor confirms for the benefit of the Secured Parties that with effect from the date hereof, the Original Security shall (a) remain in full force and effect and (b) continue to secure its Amended Secured Obligations under the Finance Documents.

3. COMMON PROVISIONS

3.1 Common provisions as to all Security

All the Security created by or pursuant to this Supplemental 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 Supplemental Debenture and the Security created by or pursuant to it on trust for the Secured Parties;
- (c) continuing security for the payment and discharge of all the Amended Secured Obligations.

3.2 Supplemental Security

All the Security created by or pursuant to Clause 4 (*Supplemental Fixed Security*) is created in addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security.

4. SUPPLEMENTAL FIXED SECURITY

4.1 Mortgage of Real Property

Each Relevant Chargor charges, by way of first legal mortgage, the Real Property specified in Schedule 1 (*Mortgaged Property*).

4.2 Fixed charge over Real Property

Each Relevant 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 their rights, title and interest from time to time in and to all the Real Property and all Related Rights.

5. MISCELLANEOUS

5.1 OpCo Debenture

Except insofar as supplemented by this Supplemental Debenture, the OpCo Debenture shall remain in full force and effect.

5.2 No merger

For the avoidance of doubt, any mortgage, charge or assignment (whether at law or in equity) created by the OpCo Debenture shall continue in full force and effect notwithstanding this Supplemental Debenture and shall not merge in any security constituted by this Supplemental Debenture or be released, extinguished or affected in any way by the security constituted by this Supplemental Debenture.

5.3 Incorporation of provisions from Original Security Agreement

The provisions of clauses 2 (*Covenant to pay*), 6 (*Provisions as to Security and Perfection*), 7 (*Further Assurance*), 12 (*Real Property*), 13.2 (*Information and Access*), 14 (*Enforcement of Security*), 15 (*Extension of Powers and Right of Appropriation*), 16 (*Appointment of Receiver*), 17 (*Powers of Receiver*), 18 (*Application of Proceeds*), 19 (*Protection of Purchasers*), 21 (*Effectiveness of Security*), 22 (*Prior Security Interests*), 23 (*Subsequently Security Interests*), 25 (*Release of Security*), 26 (*Set-off*), 27 (*Assignments*), 28 (*Notices*), 29 (*Currency Conversion*), 30 (*Discretion and Delegation*), and 33 (*Jurisdiction*) are incorporated into this Supplemental Debenture as if set out in full in this Supplemental Debenture, but so that references in those clauses to:

- (a) the "**Secured Obligations**" are references to the "Amended Secured Obligations"; and
- (b) "**Charged Assets**" are references to the assets of the Relevant Chargors charged in favour of, or assigned (whether at law or in equity) to the Senior Security Trustee pursuant to this Supplemental Debenture.

6. EXTENSION OF POWERS

The power of sale or other disposal conferred on the Senior Security Trustee and on any Receiver by this Supplemental 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 Amended Secured Obligations shall be deemed due and payable for that purpose) on the date of this Supplemental Debenture.

7. POWER OF ATTORNEY

7.1 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 Supplemental Debenture or any other agreement binding on any 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).

7.2 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.

8. COUNTERPARTS

This Supplemental 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 Supplemental Debenture.

9. GOVERNING LAW

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

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

**SCHEDULE 1
MORTGAGED PROPERTY**

Chargor	Property Description	Title Number
Lightsource SPV 5 Limited	The land at Solar Farm at Summerlands, Poughill Crediton, Devon EX17 4DF.	DN625504
Lora Solar Limited	The land at Newhouse Field, Whitefield Farm, Cadland Estate, Langley.	HP751440
Pont Andrew Limited	The Solar Farm at Land at Pont Andrew site, Pontybere.	CYM559204
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).	CYM563886 and CYM557842
Chittering Solar Limited	The land at Radical Farm Chittering known as land lying to the east of Ely Road, Chittering.	CB370510
TGC Solar 106 Limited	The land at the Solar Farm Estate, Eastacombe Farm, Clawton, Holsworthy, Devon.	DN622979
Lightsource SPV 69 Limited	The Solar Farm at the land at Diptford Farm Stoodleigh Tiverton Devon.	DN633821
Burnthouse Solar Limited	The Solar Farm at Land at Burnt House Farm, Whittlesey.	CB394841
Lightsource SPV 26 Limited	The Solar Farm at Land at East of Potman's Lane, Catsfield, Battle, East Sussex TN33 9BL.	ESX362544
TGC Solar 91 Limited	The Solar Farm at Great Knowle Farm, Pyworthy, Holsworthy, Devon.	DN622584

EXECUTION PAGES TO SUPPLEMENTAL DEBENTURE

THE CHARGORS

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




Signature of Director

Name of Director

**Paul McCartie
Director**

in the presence of:



Signature of witness

ECE AYGAR

Name of witness

Cl.

Address of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT

EXECUTED AS A DEED by)
DONOMA POWER LIMITED)

[Redacted Signature]

Signature of Director

Name of Director

Paul McCartie
Director

in the presence of:

[Redacted Signature]

Signature of witness

ECE AMGAZ

Name of witness

70

Address of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT

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




Signature of Director

Name of Director

in the presence of:

Paul McCartie
Director


Signature of witness

Name of witness

Address of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT

EXECUTED AS A DEED by
TONATIUH TRADING LIMITED

)

)

Signature of Director

Name of Director

Paul McCartie
Director

in the presence of:

Signature of witness

Name of witness

Address of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT

EXECUTED AS A DEED by
PALK POWER LIMITED

)
)




Signature of Director

Name of Director

Paul McCartie
Director

in the presence of:



Signature of witness


ECR AYGAR

Name of witness

Address of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT

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


Signature of Director

Name of Director

**Paul McCartie
Director**

in the presence of:


Signature of witness

EE AYGAR
Name of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT
Address of witness

EXECUTED AS A DEED by
SHAKTI POWER LIMITED



Signature of Director

Name of Director

Paul McCartie
Director

in the presence of:



Signature of witness


ECB AYGAR

Name of witness

Address of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT

EXECUTED AS A DEED by
SULA POWER LIMITED


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(


Signature of Director

Name of Director

Paul McCartie
Director

in the presence of:



Signature of witness
ECF AGAR

Name of witness

Address of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT

EXECUTED AS A DEED by
NEXTPOWER TREVEMPER LIMITED

Signature of Director

Name of Director

Paul McCartie
Director

in the presence of:

Signature of witness

Name of witness

Address of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT

EXECUTED AS A DEED by)
TUWALE POWER LIMITED)

[Redacted Signature]

Signature of Director

Name of Director

in the presence of:

Paul McCartie
Director

[Redacted Signature]

Signature of witness

ECB AYSAH

Name of witness

Address of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT

EXECUTED AS A DEED by
GNOWEE POWER LIMITED

Signature of Director

Name of Director

Paul McCartie
Director

in the presence of:

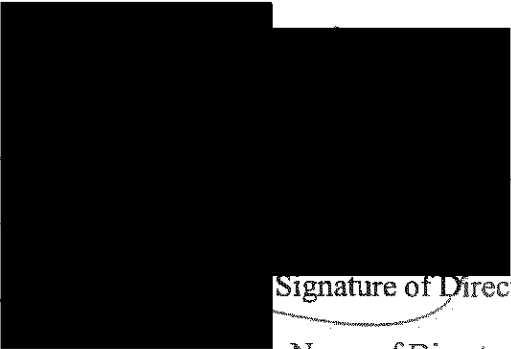
Signature of witness

Name of witness

Address of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT


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


Signature of Director

Name of Director

Paul McCartie
Director

in the presence of:

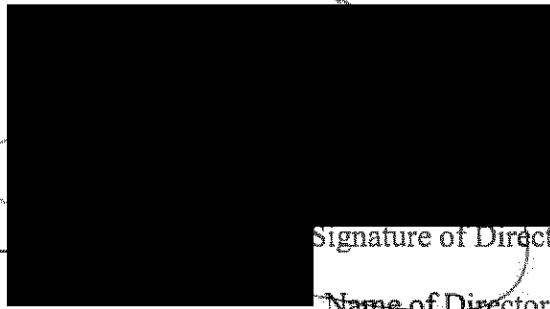

Signature of witness

ETU AYBAR Name of witness

Address of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT

**EXECUTED AS A DEED by
HOWBERY SOLAR PARK LIMITED**

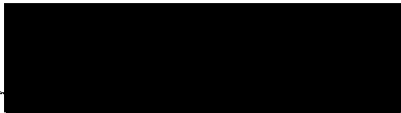


Signature of Director

Name of Director

Paul McCartney
Director

in the presence of:



Signature of witness

ECE AYGAZ

Name of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT

Address of witness

EXECUTED AS A DEED by
LIGHTSOURCE SPV 5 LIMITED

Signature of Director

Name of Director

Paul McCartie
Director

in the presence of:

Signature of witness

Name of witness

Address of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT

EXECUTED AS A DEED by
LIGHTSOURCE SPV 49 LIMITED

)
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Signature of Director

Name of Director

Paul McCartie
Director

in the presence of:

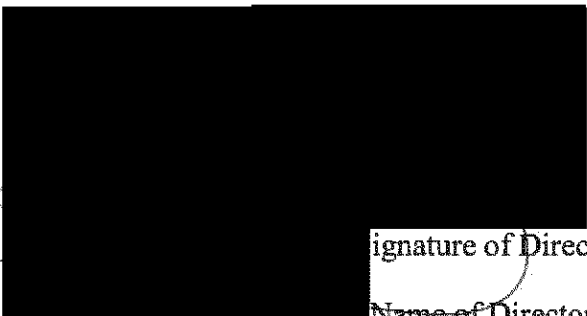
Signature of witness

Name of witness

Address of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT

EXECUTED AS A DEED by
LORA SOLAR LIMITED

)
)

Signature of Director
Name of Director

Paul McCartie
Director

in the presence of:


Signature of witness

ECF AYGAZ
Name of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT
Address of witness

EXECUTED AS A DEED by
TGC SOLAR 91 LIMITED

)
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[Redacted Signature Area]

Signature of Director

Name of Director

Paul McCartie
Director

in the presence of:

[Redacted Signature Area]

Signature of witness

ECE AYBAR

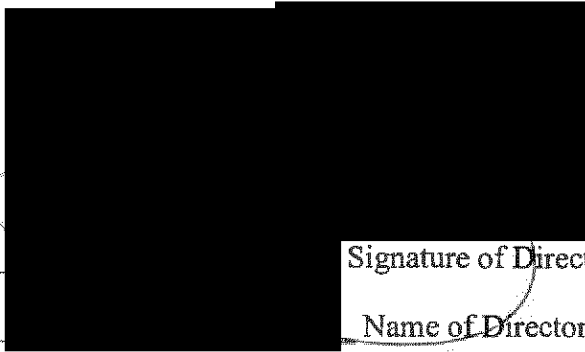
Name of witness

Address of witness

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LONDON
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EXECUTED AS A DEED by
PONT ANDREW LIMITED

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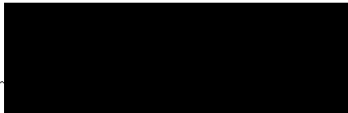


Signature of Director

Name of Director

Paul McCartie
Director

in the presence of:



Signature of witness

EOE AY GAK

Name of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT

Address of witness

EXECUTED AS A DEED by
FFOS LAS SOLAR DEVELOPMENTS LIMITED

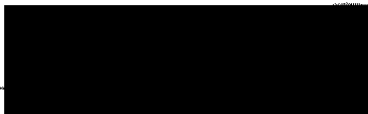


Signature of Director

Name of Director

Paul McCartie
Director

in the presence of:



Signature of witness

EGE ALGAR

Name of witness

Address of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT

**EXECUTED AS A DEED by
CHITTERING SOLAR LIMITED**

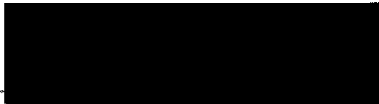


Signature of Director

Name of Director

**Paul McCartie
Director**

in the presence of:



Signature of witness

FOE AYGAR

Name of witness

Address of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT

EXECUTED AS A DEED by
TGC SOLAR 106 LIMITED

)
)

[Redacted Signature]

Signature of Director

Name of Director

Paul McCartie
Director

in the presence of:

[Redacted Signature]

Signature of witness

ECR AYGAR

Name of witness

Address of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT

EXECUTED AS A DEED by
MTS TREFINNICK SOLAR LTD)

Signature of Director

Name of Director

Paul McCartie
Director

in the presence of:

Signature of witness

Name of witness

Address of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT

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

Signature of Director

Name of Director

**Paul McCartie
Director**

in the presence of:

Signature of witness

ECB AN GAR Name of witness

Address of witness

7TH FLOOR

33 HOLBORN

LONDON

EC1N 2HT

**EXECUTED AS A DEED by
LIGHTSOURCE SPV 69 LIMITED**

Signature of Director

Name of Director

**Paul McCartie
Director**

in the presence of:

Signature of witness

Name of witness

Address of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT

EXECUTED AS A DEED by
LIGHTSOURCE SPV 32 LIMITED

Signature of Director

Name of Director

Paul McCartie
Director

in the presence of:

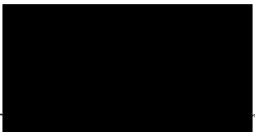
Signature of witness

Name of witness

Address of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT

EXECUTED AS A DEED by)
BURNTHOUSE SOLAR LIMITED)

 Signature of Director

Ian Hardie Name of Director
Director

in the presence of:

 Signature of witness

EGE AKOAR Name of witness

Address of witness

7TH FLOOR

33 HOLBORN

LONDON

EC1N 2HT


EXECUTED AS A DEED by)
LIGHTSOURCE SPV 76 LIMITED)



Ian Hardie
Director

Signature of Director
Name of Director

in the presence of:



Signature of witness
ECE AYE AR

Name of witness

Address of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT

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



Signature of Director

Ian Hardie
Director

Name of Director

in the presence of:



Signature of witness

ECE AUGAR

Name of witness

Address of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT

**EXECUTED AS A DEED by
LIGHTSOURCE SPV 26 LIMITED**

)
)




Signature of Director

Ian Hardie
Director

Name of Director

in the presence of:



Signature of witness


PCF AYGAR

Name of witness

Address of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT

EXECUTED AS A DEED by)
LIGHTSOURCE SPV 50 LIMITED)



Signature of Director

Ian Hardie
Director

Name of Director

in the presence of:



Signature of witness

ECE ALGAR

Name of witness

Address of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT

EXECUTED AS A DEED by)
LIGHTSOURCE SPV 79 LIMITED)



Ian Hardie
Director

Signature of Director
Name of Director

in the presence of:



Signature of witness

ELIE AYGAR

Name of witness

Address of witness

7TH FLOOR
33 HOLBORN
LONDON
EC1N 2HT

EXECUTED AS A DEED by)
LIGHTSOURCE SPV 106 LIMITED)

 Signature of Director
Ian Hardie
Director Name of Director

in the presence of:

 Signature of witness

BSE AYGAR Name of witness

Address of witness

7TH FLOOR

33 HOLBORN

LONDON

EC1N 2HT

SENIOR SECURITY TRUSTEE

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

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AA Petrou