



Registration of a Charge

Company name: **TRIUMPH SOLAR LIMITED**

Company number: **08426390**



X6KM9C61

Received for Electronic Filing: **05/12/2017**

Details of Charge

Date of creation: **01/12/2017**

Charge code: **0842 6390 0001**

Persons entitled: **AVIVA PUBLIC PRIVATE FINANCE LIMITED AS AGENT AND TRUSTEE
FOR ITSELF AND EACH OF THE OTHER FINANCE PARTIES (AS
DEFINED)**

Brief description:

Contains fixed charge(s).

**Contains floating charge(s) (floating charge covers all the property or
undertaking of the company).**

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:

BURGES SALMON LLP (GW13)



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8426390

Charge code: 0842 6390 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st December 2017 and created by TRIUMPH SOLAR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th December 2017 .

Given at Companies House, Cardiff on 7th December 2017

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**

Dated

1 December

2017

COMPOSITE DEBENTURE

The entities listed in Schedule 1 (the **Obligors**) (1)

Aviva Public Private Finance Limited (the **Security Agent**) (2)

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THIS DEED is dated

1 December

2017 and made

BETWEEN:

- (1) **THE OBLIGORS** listed in Schedule 1 (*The Obligors*) (the "**Obligors**"); and
- (2) **AVIVA PUBLIC PRIVATE FINANCE LIMITED** acting through its office located at St Helen's, 1 Undershaft, London EC3P 3DQ (the "**Security Agent**") as agent and trustee for itself and each of the other Finance Parties (as defined below).

BACKGROUND

- (A) The Finance Parties have agreed, pursuant to the Facility Agreement, to provide the Borrower with loan facilities on a secured basis.
- (B) As at the date of this Deed, each of the Obligors has acceded to the Facility Agreement as an Additional Obligor.
- (C) Under this Deed, each Obligor provides security to the Security Agent for the loan facilities made or to be made available under the Facility Agreement.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Facility Agreement shall, unless otherwise defined in this Deed, have the same meaning in this Deed. In addition, the following definitions apply in this Deed:

Administrator means an administrator appointed to manage the affairs, business and property of an Obligor pursuant to Clause 12.9 (*Appointment of an Administrator*).

Associated Rights means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary.

Book Debts means all present and future book and other debts, and monetary claims due or owing to each Obligor, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by any Obligor in relation to any of them.

Certificate of Title means any report on or certificate of title relating to a Property supplied to the Security Agent by an Obligor (or on its behalf).

Charged Assets means all the assets, property and undertaking of each Obligor for the time being subject to the Security Interest created by, or pursuant to, this Deed (and references to the Charged Assets shall include references to any part of them).

Default Rate means the rate specified in Clause 9.5 (Default interest) of the Facility Agreement

Equipment means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by each Obligor, including any part of it and all spare parts, replacements, modifications and additions.

Facility Agreement means the facility agreement dated *24 November* 2017 between (among others) the Borrower, the Obligors, the Lenders, the Facility Agent and the Security Agent for the provision of loan facilities.

Financial Collateral means shall have the meaning given to that expression in the Financial Collateral Regulations.

Financial Collateral Regulations means the Financial Collateral Arrangements (No.2) Regulations 2003 (*SI 2003/3226*).

Insurances has the same meaning as given to that term in the Facility Agreement and includes, but is not limited to, those policies set out at Schedule 4 (*Insurance Policies*) and excludes any third party liability insurances.

Intellectual Property means each Obligor's present and future patents, trademarks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights.

Investments means all present and future certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by each Obligor, including (but not limited to)

- (a) the Shares;
- (b) any dividend, interest or other distribution paid or payable in relation to any of the Investments; and
- (c) any right, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.

Key Contracts means each agreement specified in Schedule 3 (*Key Contracts*) and all other agreements, instruments and rights relating to the Charged Assets.

LPA 1925 means the Law of Property Act 1925.

Party means a party to this Deed.

Project Accounts has the same meaning given to it in the Facility Agreement the details of which are set out at Schedule 6 (*Accounts*) to this Deed.

Properties means

- (a) all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by each Obligor in which any Obligor holds an interest (including, but not limited to, the properties specified in Schedule 2 (*The Properties*));
- (b) any estate or interest in, and any Rights attaching or relating to that property;
- (c) any buildings, fixtures and fittings (including trade and tenant's fixtures and fittings) and other equipment attached to, situated on or forming part of that land;
- (d) the proceeds of the sale of any part of Property and any other monies paid or payable in respect of or in connection with that Property;
- (e) the benefit of any covenants for title given, or entered into, by any predecessor in title of an Obligor in respect of that Property, and any monies paid or payable in respect of those covenants; and
- (f) all rights under any licence, agreement for sale or agreement for lease in respect of that Property

and "**Property** means any of them.

Related Rights means any

- (a) dividend, interest or other distribution (whether in cash or in specie and whether of a capital or income nature) declared, paid or payable in relation to the Investments at any time; and
- (b) accretion, right, benefit, money or property accruing offered or issued at any time in relation to any Share by way of rights, capitalisation, pre-emption, redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise and all interest or rights (whether legal or equitable having regard to applicable law) in relation to the Investments.

Rights means any Security Interest or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise.

Secured Liabilities means all present and future obligations and liabilities of the Borrower and each Obligor (whether actual or contingent and whether owed jointly or severally or in any other capacity whatever) which are, or are expressed to be, or may become, due, owing or payable to the Security Agent (whether for its own account or as agent or trustee for the Secured Parties) or to any of the other Secured Parties under or in connection with any of the Finance Documents, together with interest (both before and after judgment) from the date such liabilities are due, owing or incurred up to the date of payment at such rates and upon such terms as specified in the Facility Agreement and all legal, administrative and other costs, charges, losses, liabilities, expenses on a full and unqualified indemnity basis and other sums and any taxes thereon incurred by the Security Agent or any other Secured Party which are, or are expressed to be, or may become due, owing or payable by the Borrower and any Obligor under or in connection with any Finance Document;

Secured Parties means the Finance Parties and any Delegate or any Receiver;

Security Financial Collateral Arrangement shall have the meaning given to that expression in the Financial Collateral Regulations.

Security Period means the period starting on the date of this Deed and ending on the date on which the Security Agent is satisfied (acting reasonably) that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are outstanding.

Shares means the shares detailed in Schedule 5 (*The Shares*) issued to the relevant Obligors.

VAT means value added tax.

1.2 Construction

Clause 1.2 (*Interpretation*) of the Facility Agreement will be incorporated in this Deed as if references to "this Agreement" were references to this Deed and with any other necessary changes.

1.3 Clawback

If the Security Agent reasonably considers that an amount paid by the Borrower or any Obligor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower or any Obligor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

1.4 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Facility Agreement and of any side letters between any parties in relation to the Facility Agreement are incorporated into this Deed.

1.5 Schedules

The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.

1.6 Effect as a Deed

This Deed is intended to take effect as a Deed notwithstanding that the Security Agent may have executed it under hand only.

1.7 Third party rights

- (a) Unless expressly provided to the contrary in this Deed a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of this Deed the consent of any other person who is not a Party is not required to rescind or vary this Deed at any time.

1.8 Joint and several Obligors

Where two or more persons purport to create Security Interest over a Charged Asset under this Deed then:

- (a) they (or such of them as have the joint interest in the relevant Charged Asset) shall be deemed to have jointly mortgaged, charged and/or assigned, as appropriate, their joint interest in the relevant Charged Asset;
- (b) each person shall be deemed to have mortgaged, charged and/or assigned, as appropriate, its individual interest (if any) in the relevant Charged Asset; and
- (c) each person shall be deemed to have confirmed the Security Interest granted by the others.

2 COVENANT TO PAY**2.1 Covenant to pay**

Each Obligor will on demand pay or otherwise discharge all Secured Liabilities from time to time, at the times at which, in the manner in which, and in the currencies in

which they are expressed to be due and payable or due for discharge under the Finance Documents.

2.2 Interest

The Obligors shall pay interest at the Default Rate on unpaid sums (whether before or after any judgment) in accordance with the terms of Clause 9.5 (*Default interest*) of the Facility Agreement.

3 GRANT OF SECURITY

3.1 Legal mortgage

As a continuing security for the payment and discharge of the Secured Liabilities, each Obligor with full title guarantee charges to the Security Agent (for the benefit of and as trustee for itself and each of the other Secured Parties), by way of first legal mortgage, its right title and interest in each Property specified in Schedule 2 (*The Properties*).

3.2 Fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, each Obligor with full title guarantee charges to the Security Agent (for the benefit of and as trustee for itself and each of the other Secured Parties) by way of first fixed charge:

- (a) all Properties in England and Wales acquired by that Obligor in the future;
- (b) all present and future interests of that Obligor not effectively mortgaged or charged under the preceding provisions of this Clause 3 (*Grant of security*) in, or over, freehold or leasehold property;
- (c) all licences, consents and authorisations (statutory or otherwise) held or required in connection with that Obligor's business or the use of any Charged Asset, and all rights in connection with them;
- (d) all its present and future goodwill, to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- (e) all its uncalled capital, to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- (f) all its Equipment;
- (g) all its Intellectual Property;
- (h) all its Book Debts;
- (i) all the Investments;

- (j) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Project Account but excluding the Decommissioning Account), together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest);
- (k) all its rights in respect of each Insurance, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance, to the extent not effectively assigned under Clause 3.3 (*Assignment*); and
- (l) all its rights in respect of each Key Contract and all other agreements, instruments and rights relating to the Charged Assets, to the extent not effectively assigned under Clause 3.3 (*Assignment*).

3.3 Assignment

- (a) As a continuing security for the payment and discharge of the Secured Liabilities, each Obligor with full title guarantee assigns to the Security Agent (for the benefit of and as trustee for itself and each of the other Secured Parties) by way of security, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities;
 - (i) all its present and future goodwill;
 - (ii) all its uncalled capital;
 - (iii) all its Book Debts, to the extent not effectively charged under Clause 3.2 (Fixed Charges);
 - (iv) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Project Account), together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest), to the extent not effectively charged under Clause 3.2 (Fixed Charges);
 - (v) all its rights in each Insurance, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance;
 - (vi) the benefit of each Key Contract and the benefit of all other agreements, instruments and rights relating to the Charged Assets.
- (b) To the extent that any such right, title and interest as is referred to in paragraph (a) above is not assignable or capable of assignment, the assignment of it purported to be effected by such paragraph shall operate as an assignment by

way of security of any and all compensation, damages, income, profit or rent which that Obligor may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities.

- (c) In respect of each assigned Insurance and Key Contract, the Security Agent shall not have responsibility for the performance of the obligations of any Obligor thereunder, and each Obligor shall continue to observe and perform its obligations under each Insurance and each Key Contract.

3.4 Floating charge

As a continuing security for the payment and discharge of the Secured Liabilities, each Obligor with full title guarantee charges to the Security Agent (for the benefit of and as trustee for itself and each of the other Secured Parties), by way of first floating charge, all the undertaking, property, assets and rights of that Obligor at any time not effectively mortgaged, charged or assigned pursuant to Clause 3.1 (*Legal Mortgage*) to Clause 3.3 (*Assignment*) inclusive.

3.5 Qualifying floating charge

- (a) The floating charge created by each Obligor pursuant to Clause 3.4 (*Floating Charge*) is a qualifying floating charge for the purposes of paragraph 14.2(a) of Schedule B1 of the Insolvency Act 1986.
- (b) Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to this Deed and the Security Agent may appoint an Administrator of any Obligor pursuant to that paragraph.

3.6 Moratorium under 1986 Act

Notwithstanding anything else contained in this Deed:

- (a) the floating charge created by this Deed may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium in respect of an Obligor pursuant to Section 1A to the Insolvency Act 1986; or
 - (ii) anything done with a view to obtaining such a moratorium; and
- (b) the Security Agent is not entitled to appoint a receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) in respect of an Obligor pursuant to Section 1A of Schedule A1 to the Insolvency Act 1986 except with the leave of the court.

3.7 Trust

- (a) If or to the extent that the assignment or charging of any Charged Asset is prohibited, such Charged Asset is excluded from that assignment or charge and the relevant Obligor holds it on trust for the Security Agent (for the benefit of and as trustee for itself and each of the other Secured Parties).
- (b) If the reason referred to in part (a) of this Clause 3.7 is that:
 - (i) a consent or waiver must be obtained;
 - (ii) a condition must be satisfied,
 then:
 - (A) subject to part (c) of this Clause 3.7, that Obligor shall apply for the consent or waiver; and
 - (B) that Obligor shall use its best endeavours to satisfy the condition,
 in each case within 30 days of the date of this Debenture or, if the Charged Asset is acquired after that date of this Debenture, within 30 days of the date of the acquisition.
- (c) Where the consent or waiver is not to be unreasonably withheld, the relevant Obligor shall:
 - (i) use its best endeavours to obtain it as soon as possible; and
 - (ii) keep the Security Agent informed of the progress of the negotiations to obtain it.
- (d) On the waiver or consent being obtained, or the condition being satisfied, the Charged Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause 3 and, in relation to such Charged Asset, the trust referred to in part (a) of this Clause 3.7 shall terminate.

3.8 Automatic crystallisation of floating charge

The floating charge created by Clause 3.4 (*Floating charge*) shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:

- (a) the relevant Obligor:

- (i) creates, or attempts to create, without the prior written consent of the Security Agent, a Security Interest or a trust in favour of another person over all or any part of the Charged Assets (except as expressly permitted by the terms of this Deed or the Facility Agreement); or
- (ii) disposes, or attempts to dispose of, all or any part of the Charged Assets (other than (i) Charged Assets that are subject to the floating charge while it remains uncrystallised or (ii) as permitted by the Finance Documents);
- (b) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Assets; or
- (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the relevant Obligor.

3.9 Crystallisation of floating charge by notice

The Security Agent may, in its sole discretion, subject to Clause 3.9(b), by written notice to the relevant Obligor, convert the floating charge created under this Deed into a fixed charge as regards any part of the Charged Assets specified by the Security Agent in that notice if:

- (a) an Event of Default has occurred; or
- (b) the Security Agent is of the view (acting reasonably) that any legal process or execution is being enforced against any Charged Asset or that any Charged Asset subject to the floating charge is in danger of being seized, sold or otherwise in jeopardy.

3.10 Assets acquired after any floating charge has crystallised

Any asset acquired by an Obligor after any crystallisation of the floating charge created under this Deed that, but for that crystallisation, would be subject to a floating charge under this Deed, shall (unless the Security Agent confirms otherwise to that Obligor in writing) be charged to the Security Agent by way of first fixed charge.

4 LIABILITY OF THE OBLIGOR AND SECURITY AGENT'S PROTECTIONS

4.1 Liability not discharged

Each Obligor's liability under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any intermediate payment, settlement of account or discharge in whole or in part of the Secured Liabilities;

- (b) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which a Secured Party may now or after the date of this Deed have from or against the Borrower or any Obligor or any other person in connection with the Secured Liabilities;
- (c) any act or omission by a Secured Party or any other person in taking up, perfecting or enforcing any Security Interest, indemnity, or guarantee from or against the Borrower or any Obligor or any other person;
- (d) any termination, amendment, variation, novation or supplement of or to any of the Secured Liabilities;
- (e) any grant of time, indulgence, waiver or concession to the Borrower, any Obligor or any other person;
- (f) any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Borrower, any Obligor or any other person;
- (g) any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security Interest held from, any Obligor or any other person in connection with the Secured Liabilities;
- (h) any claim or enforcement of payment from the Borrower, any Obligor or any other person; or
- (i) any other act or omission which would not have discharged or affected the liability of any Obligor had it been a principal debtor or by anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge any Obligor or otherwise reduce or extinguish its liability under this Deed.

4.2 Immediate recourse

Each Obligor waives any right it may have to require a Secured Party:

- (a) to take any action or obtain judgment in any court against the Borrower, any other Obligor or any other person;
- (b) to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Borrower, any other Obligor or any other person; or
- (c) to make demand, enforce or seek to enforce any claim, right or remedy against the Borrower, any other Obligor or any other person,

before taking steps to enforce any of its rights or remedies under this Deed.

4.3 Non-competition

Save as permitted by the Finance Documents, each Obligor warrants to the Security Agent that it has not taken or received, and during the Security Period shall not take, exercise or receive the benefit of any Rights from or against the Borrower, any other Obligor, its liquidator, an administrator, co-guarantor or any other person in connection with any liability of, or payment by, any Obligor under this Deed but:

- (a) if any of the Rights is taken, exercised or received by an Obligor, those Rights and all monies at any time received or held in respect of those Rights shall be held by that Obligor on trust for the Security Agent for application in or towards the discharge of the Secured Liabilities under this Deed; and
- (b) on demand by the Security Agent, that Obligor shall promptly transfer, assign or pay to the Security Agent all Rights and all monies from time to time held on trust by that Obligor under this Clause 4.3.

5 REPRESENTATIONS

5.1 Representations

In addition to the representations and warranties contained in clause 21 (*Representations and Warranties*) of the Facility Agreement each Obligor makes the representations and warranties set out in this Clause 5 (*Representations*) to the Security Agent as trustee for itself and for the benefit of each of the other Secured Parties on the date of this Deed.

5.2 Shares and Investments

- (a) The Investments are fully paid and are not subject to any option to purchase or similar rights.
- (b) No constitutional document of an issuer of an Investment, nor any other agreement:
 - (i) restricts or inhibits any transfer of any of the Investments or any of the Shares on creation or enforcement of the security constituted by this Deed; or
 - (ii) contains any rights of pre-emption on transfer in relation to the Investments.
- (c) The Shares represent the whole of the issued share capital of an issuer of any Charged Assets and no person has any option, warrant or other similar right to subscribe for any shares of an issuer of any Charged Assets.

- (d) The relevant Obligor is the sole legal and beneficial owner of the relevant Shares.
- (e) Each of the Obligors has complied with all notice relating to all or any of the Investments received by it pursuant to sections 790D and 790E of the Companies Act 2006.
- (f) No warning notice has been issued under paragraph 1(2) of Schedule 1B of the Companies Act 2006, and no restrictions notice has been issued or received under paragraph 1(3) of Schedule 1B of the Companies Act 2006, in respect of all or any of the Investments.

5.3 Repetition

The representations and warranties set out in Clause 5.2 (*Shares and Investments*) are deemed to be repeated on each date referred to in clause 21.41 (*Repetition*) of the Facility Agreement.

6 INFORMATION UNDERTAKINGS

Each Obligor makes the undertakings set out in this Clause 6 to the Security Agent as trustee for itself and for the benefit of each of the other Secured Parties for the continuance of the Security Period.

6.1 Information

The Obligor shall:

- (a) give the Security Agent such information concerning the location, condition, use and operation of the Charged Assets or such other information concerning the Charged Assets as the Security Agent may reasonably require;
- (b) promptly following receipt, send to the Security Agent copies of any notice, circular, report, accounts and any other document received by it that relates to the Investments;
- (c) permit any persons designated by the Security Agent and any Receiver to enter on its premises and inspect and examine any Charged Asset, and the records relating to that Charged Asset, at all reasonable times and on reasonable prior notice provided that unless an Event of Default has occurred and is continuing, such access to the premises may only be requested twice in any calendar year; and
- (d) promptly notify the Security Agent in writing of any action, claim, notice or demand made by or against it in connection with all or any part of a Charged

Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, the Obligor's proposals for settling, liquidating, compounding or contesting any such action, claim, notice or demand and shall, subject to the Security Agent's prior approval, implement those proposals at its own expense.

6.2 Property information

The Obligor shall inform the Security Agent promptly of any acquisition by it of, or contract made by it to acquire, any freehold, leasehold or other interest in any Property.

7 GENERAL UNDERTAKINGS

Each Obligor makes the undertakings set out in this Clause 7 to the Security Agent as trustee for itself and for the benefit of each of the other Secured Parties for the continuance of the Security Period.

7.1 Negative pledge

The Obligor shall not at any time, except with the prior written consent of the Security Agent create, purport to create or permit to subsist any Security on, or in relation to, any Charged Asset other than any Security created by this Deed or any Permitted Security Interest.

7.2 Obligor's waiver of set-off

The Obligor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by it under this Deed).

7.3 Notice of misrepresentations and breaches

The Obligor shall, promptly on becoming aware of any of the same, give the Security Agent notice in writing of:

- (a) any representation or warranty set out in this Deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and
- (b) any breach of any covenant set out in this Deed.

7.4 Title documents

The Obligor shall, as so required by the Security Agent, deposit with the Security Agent or procure an undertaking to hold the same to the order of the Security Agent in a form reasonably required by the Security Agent, and the Security Agent shall, for the duration of this Deed be entitled to hold or have held to its order:

- (a) all deeds and documents of title relating to the Charged Assets that are in the possession or control of the Obligor (and if these are not within the possession or control of the Obligor, it undertakes to obtain possession of all these deeds and documents of title and deliver to the Security Agent);
- (b) copies of all Insurances and any other insurance policies relating to any of the Charged Assets that the Obligor is entitled to possess;
- (c) all deeds and documents of title (if any) relating to the Book Debts as the Security Agent may specify from time to time; and
- (d) copies of all the Key Contracts, certified to be true copies by either a director of the relevant Obligor or by the Obligor's solicitors.

7.5 Notices to be given by the Obligors

(a) Insurances

- (i) The Obligor shall give notice in the form set out in Part A (*Form of Notice – Insurances*) of Schedule 8 to each insurer under each Insurance that it has assigned to the Security Agent all its right, title and interest in that Insurance.
- (ii) The Obligor shall give the notices referred to in Clause (i) above:
 - (A) in the case of each Insurance subsisting at the date of this Deed, on the date of this Deed; and
 - (B) in the case of each Insurance coming into existence after the date of this Deed, promptly on that Insurance being put on risk;
 - (C) the relevant Obligor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in Part B (*Form of Acknowledgement – Insurances*) of Schedule 8.

(b) Cash

- (i) The Obligor shall give notice in the form set out in 0 (*Form of Notice - Bank Accounts*) of Schedule 9 to each bank, financial institution or other person (other than the Security Agent) at which an account is held by it (including each Project Account) that it has assigned to the Security Agent all its right, title and interest under and in respect of that account.
- (ii) The Obligor shall give the notices referred to in Clause (i) above:

- (A) in the case of each account held by it at the date of this Deed, on the date of this Deed; and
 - (B) in the case of each account opened by it after the date of this Deed, promptly on that account being opened.
- (iii) the relevant Obligor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in Part B (*Form of Acknowledgement – Bank Accounts*) of Schedule 9.
- (c) Key Contracts
 - (i) The Obligor shall on the date of this Deed and as so requested by the Security Agent from time to time give notice to each counterparty to a Key Contract in the form set out in Part A (*Form of Notice – Key Contracts*) of Schedule 7; and
 - (ii) The Obligor shall use reasonable endeavours to procure that each counterparty provides to the Security Agent an acknowledgement of that notice in substantially the form set out in Part B (*Form of Acknowledgement – Key Contracts*) of Schedule 7.
- (d) Book Debts, other debts and agreements
 - (i) Where there is an Enforcement Event which is continuing, within five Business Days of request by the Security Agent, the Obligor shall give notice in the form specified in Part A of (*Form of Notice – Key Contracts*) of Schedule 7 to the counterparties in respect of the Charged Assets charged pursuant to Clause 3.3 (*Fixed charges*) which have not already been given notice pursuant to paragraph (a), (b), (c) and (d) of this Clause 7.5.
 - (ii) The Obligor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in Part B (*Form of Acknowledgement – Key Contracts*) of Schedule 7.

8 PROPERTY UNDERTAKINGS

Each Obligor makes the undertakings set out in this Clause 8 to the Security Agent as trustee for itself and for the benefit of each of the other Secured Parties as trustee for itself and for the benefit of each of the other Secured Parties for the continuance of the Security Period.

8.1 Preservation of Property, fixtures and Equipment

Each Obligor shall not without the prior written consent of the Security Agent remove or make any alterations to any of the Equipment belonging to, or in use by, that Obligor on any Property (except to effect necessary repairs or replace them with new or improved models or substitutes) other than as permitted by the Facility Agreement.

8.2 Compliance with Facility Agreement

Each Obligor shall ensure that all requirements in relation to Property as set out in the Facility Agreement are complied with at all times and each Obligor shall not do anything in respect of the Property in breach of the terms of the Facility Agreement.

8.3 Registration of legal mortgages at the Land Registry

Each Obligor consents to an application being made by the Security Agent to the Land Registrar for the following restriction in Form P to be registered against its title to each 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 AVIVA PUBLIC PRIVATE FINANCE LIMITED referred to in the charges register or their conveyancer"

8.4 First registration

If the title to a Property is not registered at the Land Registry, the Obligors shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of that Property, without the prior written consent of the Security Agent. The Obligors shall be liable for the costs and expenses of the Security Agent in lodging cautions against the registration of the title to the whole or any part of any Property from time to time.

8.5 Cautions against first registration and notices

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

9 INVESTMENTS UNDERTAKINGS

Each Obligor makes the undertakings set out in this Clause 9 to the Security Agent as trustee for itself and for the benefit of each of the other Secured Parties for the continuance of the Security Period.

9.1 Deposit of title documents

- (a) The Obligor:
 - (i) on the execution of this Deed, will deliver to the Security Agent, or as the Security Agent may direct, all stock or share certificates and other documents of title or evidence of ownership relating to any Investments owned by the Obligor at that time; and
 - (ii) on the purchase or acquisition by it of Investments after the date of this Deed, deposit with the Security Agent, or as the Security Agent may direct, all stock or share certificates and other documents of title or evidence of ownership relating to those Investments.
- (b) At the same time as depositing documents with the Security Agent, or as the Security Agent may direct, in accordance with part (a) of this Clause 9.1 above, the Obligor shall also deposit with the Security Agent, or as the Security Agent may direct:
 - (i) all stock transfer forms relating to the relevant Investments and all of the Shares duly completed and executed by or on behalf of that Obligor, but with the name of the transferee, the consideration and the date left blank; and
 - (ii) any other documents (in each case duly completed and executed by or on behalf of the relevant Obligor) that the Security Agent may request to enable it or any of its nominees, or any purchaser or transferee, to be registered as the owner of, or otherwise obtain a legal title to, or to perfect its security interest in any of the relevant Investments and all of the Shares,

so that the Security Agent may, at any time after the security constituted by this Deed has become enforceable, and without notice to the relevant Obligor, complete and present those stock transfer forms and other documents to the issuer of the Investments or Shares for registration.

9.2 Nominations

- (a) Each Obligor shall terminate with immediate effect all nominations it may have made (including, without limitation, any nomination made under section 145 or section 146 of the Companies Act 2006) in respect of any Investments and, pending that termination, procure that any person so nominated:
 - (i) does not exercise any rights in respect of any Investments without the prior written approval of the Security Agent; and
 - (ii) immediately upon receipt by it, forward to the Security Agent all communications or other information received by it in respect of any Investments or Shares for which it has been so nominated.
- (b) No Obligor shall, during the Security Period, exercise any rights (including, without limitation, any rights under sections 145 and 146 of the Companies Act 2006) to nominate any person other than the Security Agent or Secured Parties to enjoy or exercise any right relating to any of the Investments or Shares.

9.3 Pre-emption rights and restrictions on transfer

The Obligor shall:

- (a) obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association (or otherwise) of an issuer of any Investments, for the transfer of the Investments or Shares to the Security Agent or its nominee, or to a purchaser on enforcement of the security constituted by this Deed; and
- (b) procure the amendment of the share transfer provisions (including, but not limited to, deletion of any pre-emption on transfer provisions) under the articles of association, other constitutional document or otherwise of each issuer of the Investments or Shares in any manner that the Security Agent may require in order to permit the transfer of the Investments to the Security Agent or its nominee, or to a purchaser on enforcement of the security constituted by this Deed.

9.4 Dividends and voting rights before enforcement

- (a) Before the security constituted by this Deed becomes enforceable, the Obligor may retain and apply for its own use all dividends, interest and other monies paid or payable in respect of the Investments and, if any are paid or payable to the Security Agent or any of its nominees, the Security Agent will hold all those dividends, interest and other monies received by it for the Obligor and will pay them to the Obligor that promptly on request.

- (b) Before the security constituted by this Deed becomes enforceable, the Obligor may exercise all voting and other rights and powers in respect of the Investments or, if any of the same are exercisable by the Security Agent of any of its nominees, to direct in writing the exercise of those voting and other rights and powers provided that:
 - (i) it shall not do so in any way that would breach any provision of the Facility Agreement or this Deed or for any purpose inconsistent with the Facility Agreement or this Deed; and
 - (ii) the exercise of, or the failure to exercise, those voting rights or other rights and powers would not, in the Security Agent's opinion, have an adverse effect on the value of any of the Investments or otherwise prejudice the Security Agent's security under this Deed.
 - (iii) the Obligor shall indemnify the Security Agent against any loss or liability incurred by the Security Agent (or its nominee) as a consequence of the Security Agent (or its nominee) acting in respect of the Investments at the direction of the Obligor.
- (c) The Obligors shall indemnify the Security Agent against any loss or liability incurred by the Security Agent (or its nominee) as a consequence of the Security Agent (or its nominee) acting in respect of the Investments at the discretion of the Obligors.
- (d) The Security Agent shall not, by exercising or not exercising any voting rights or otherwise, be construed as permitting or agreeing to any variation or other change in the rights attaching to or conferred by any of the Investments that the Security Agent considers prejudicial to, or impairing the value of, the security created by this Deed.

9.5 Dividends and voting rights – following an Event of Default

After the security constituted by this Deed has become enforceable, the Security Agent may at its discretion (in the name of any of the Obligors and without any further consent or authority from such Obligors and irrespective of any direction given by any of the Obligors):

- (a) exercise or refrain from exercising (or direct its nominee to exercise or refrain from exercising) all voting rights and any other powers to rights in respect of the Investments, and the Obligors shall comply, or procure compliance, with any directions the Security Agent may give, in its absolute discretion, in respect of the exercise of those voting and other rights and powers;

- (b) apply all dividends, interest or other monies paid or payable in respect of the Investments in accordance with Clause 17 (*Application of proceeds*) and, if any such dividends, interest or other monies are received by or on behalf of the Obligors, the Obligors shall hold all such dividends, interest and other monies on trust for the Security Agent and shall immediately pay them to the Security Agent or as it may direct;
- (c) complete all instruments of transfer held by it in relation to the Investments in favour of itself or such other person as it may select and have the Investments transferred into its name or the name of its nominee or, as applicable into an account in its own name or the name of its nominee; and
- (d) in addition to any other power created under this Deed, exercise or refrain from exercising (or direct its nominee to exercise or refrain from exercising) all the powers and rights conferred on or exercisable by the legal or beneficial owner of the Investments.

9.6 Calls on Investments and other obligations

- (a) Notwithstanding the security created by this Deed, the Obligor shall promptly pay all calls, instalments and other payments that may be or become due and payable in respect of all or any or any part of the Investments.
- (b) The Obligor acknowledges that the Security Agent shall not be under any liability in respect of any such calls, instalments or other payments.
- (c) If the Obligor fails to do so, the Security Agent may, at its discretion but without obligation, pay the calls, instalments or other payments on behalf of the Obligor.
- (d) The Obligor shall, immediately on request by the Lenders, reimburse the Security Agent for any payment made by it under this Clause 9.6(c).
- (e) The Obligor shall comply with, and shall remain liable to perform, all of the other conditions and obligations assumed by it in respect of all or any part of the Investments.

9.7 No alteration of constitutional documents or rights attaching to Investments

The Obligor shall not, without the prior written consent of the Security Agent, amend, or agree to the amendment of the memorandum or articles of association, or any other constitutional documents, of any issuer of the Investments that is not a public company other than as required by this Deed.

9.8 Changes to rights attaching to Investments

- (a) The Obligor shall not take, or allow the taking of, any action on its behalf which may result in the rights or liabilities attaching to, or conferred by, all or any or any part of the Investments being altered.
- (b) The Obligor shall not cause or permit:
 - (i) any of the Investments to be consolidated, sub-divided or converted;
 - (ii) the other shares of each issuer of the Investments to be re-organised, exchanged or repaid other than to the extent provided for under the Finance Documents; or
 - (iii) any further shares in the share capital of an issuer of the Investments to be issued.

9.9 Preservation of Investments

The Obligor shall ensure (as far as it is able to by the exercise of all voting rights, powers of control and other means available to it) that any issuer of the Investments that is not a public company shall not:

- (a) consolidate or subdivide any of the Investments, or re-organise, exchange, repay or reduce its share capital in any way;
- (b) issue any new shares or stock; or
- (c) refuse to register any transfer of any of the Investments that may be lodged with it for registration by, or on behalf of, the Security Agent or an Obligor in accordance with this Deed.

9.10 Investments information

The Obligor shall, promptly following receipt, send to the Security Agent copies of any notice, circular, report, accounts and any other document received by it that relates to the Investments.

9.11 Compliance with requests for information

The Obligor shall promptly copy to the Security Agent and comply with all requests for information which are made under the Companies Act 2006 (including, without limitation, under sections 790D and 790E of the Companies Act 2006) relating to all or any part of the Investments. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of the Obligor.

10 BOOK DEBTS UNDERTAKINGS

Each Obligor makes the undertakings set out in this Clause 10 to the Security Agent as trustee for itself and for the benefit of each of the other Secured Parties for the continuance of the Security Period.

10.1 Realising Book Debts

- (a) The Obligor shall as an agent for the Security Agent, collect in and realise all Book Debts, pay the proceeds into the relevant Obligor's Operating Account immediately on receipt and, pending that payment, hold those proceeds in trust for the Security Agent;
- (b) The Obligor shall not, save as permitted by the Finance Documents or otherwise without the prior written consent of the Security Agent, withdraw any amounts standing to the credit of that Obligor's Operating Account; and
- (c) The Obligor shall, if called on to do so by the Security Agent, execute a legal assignment of the Book Debts to the Security Agent on such terms as the Security Agent may require and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred.

10.2 Preservation of Book Debts

The Obligor shall not (except as provided by Clause 10.1 (*Realising Book Debts*) or with the prior written consent of the Security Agent) release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts.

11 POWERS OF THE SECURITY AGENT

11.1 Power to remedy

- (a) The Security Agent shall be entitled (but shall not be obliged) to remedy, at any time, a breach by any Obligor of any of its obligations contained in this Deed and each Obligor irrevocably authorises the Security Agent and its agents to do all things that are necessary or desirable for that purpose.
- (b) Any monies expended by the Security Agent in remedying a breach by any Obligor of its obligations contained in this Deed shall be reimbursed by the Obligors to the Security Agent on demand on a full indemnity basis and shall carry interest in accordance with Clause 18.1 (*Costs*).
- (c) In remedying any breach in accordance with this Clause 11.1, the Security Agent, its agents and their respective officers, agents and employees shall be

entitled to enter onto any Property and to take any action as the Security Agent may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development.

11.2 Exercise of rights

The rights of the Security Agent under Clause 11.1 (*Power to remedy*) are without prejudice to any other rights of the Security Agent under this Deed.

11.3 Power to dispose of chattels

- (a) At any time after the security constituted by this Deed has become enforceable, the Security Agent or any Receiver may, as agent for each Obligor, dispose of any chattels that are not subject to a third party Permitted Security Interest or produce found on any Property.
- (b) Without prejudice to any obligation to account for the proceeds of any disposal made under part (a) of this Clause 11.3 each Obligor shall indemnify the Security Agent and any Receiver against any liability arising from any disposal made under part (a) of Clause 11.3.

11.4 Security Agent has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this Deed on a Receiver may, after the security constituted by this Deed has become enforceable, be exercised by the Security Agent in relation to any of the Charged Assets whether or not it has taken possession of any Charged Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

11.5 No duties

The Security Agent shall not, in respect of any of the Charged Assets, have any duty or incur any liability for:

- (a) ascertaining or taking action in respect of any calls, instalments, conversions, exchanges, maturities, tenders or other matters relating to any Investment or the nature or sufficiency of any payment whether or not the Security Agent has or is deemed to have knowledge of such matters; or
- (b) taking any necessary steps to preserve rights against prior parties or any other rights relating to any of the Investments.

11.6 Conversion of currency

- (a) For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Security Agent may convert any monies received, recovered or realised by

it under this Deed (including the proceeds of any previous conversion under this Clause 11.6 (*Conversion of currency*)) from their existing currencies of denomination into any other currencies of denomination that the Security Agent may think fit.

- (b) Any such conversion shall be effected at the Security Agent's then prevailing spot selling rate of exchange for such other currency against the existing currency.
- (c) Each reference in this Clause 11.6 (*Conversion of currency*) to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

11.7 New accounts

- (a) If the Security Agent receives, or is deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Charged Assets, the Security Agent may open a new account for any Obligor in the Security Agent's books. Without prejudice to the Security Agent's right to combine accounts, no money paid to the credit of an Obligor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- (b) If the Security Agent does not open a new account immediately on receipt of the notice, or deemed notice, under Clause 11.7(a), then, unless the Security Agent gives express written notice to the contrary to an Obligor, all payments made by any Obligor to the Security Agent shall be treated as having been credited to a new account of the Obligor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Security Agent.

11.8 Indulgence

The Security Agent may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a Party (whether or not any such person is jointly liable with an Obligor) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this Deed or to the liability of each Obligor for the Secured Liabilities.

11.9 Appointment of an Administrator

- (a) The Security Agent may, without notice to the Obligors, appoint any one or more persons to be an Administrator of an Obligor pursuant to Paragraph 14 of

Schedule B1 of the Insolvency Act 1986 if the security constituted by this Deed becomes enforceable.

- (b) Any appointment under this Clause 12.9 (*Appointment of an Administrator*) shall:
 - (i) be in writing signed by a duly authorised signatory of the Security Agent; and
 - (ii) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.
- (c) The Security Agent may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this Clause 12.9 (*Appointment of an Administrator*) appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

12 WHEN SECURITY BECOMES ENFORCEABLE

12.1 Security becomes enforceable on Event of Default

The security constituted by this Deed shall become immediately enforceable if an Event of Default occurs and is continuing.

12.2 Discretion

After the security constituted by this Deed has become enforceable, the Security Agent may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Charged Assets.

13 ENFORCEMENT OF SECURITY

13.1 Enforcement powers

- (a) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall, as between the Security Agent and a purchaser from the Security Agent, arise on and be exercisable at any time after the execution of this Deed, but the Security Agent shall not exercise such power of sale or other powers until the security constituted by this Deed has become enforceable under Clause 12.1 (*Security becomes enforceable on Event of Default*).
- (b) Section 103 of the LPA 1925 does not apply to the security constituted by this Deed.

- (c) The Security Agent may do anything a Receiver has power to do under this Deed.

13.2 Extension of statutory powers of leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Security Agent and any Receiver, at any time after the security constituted by this Deed has become enforceable, whether in its own name or in that of any Obligor, to:

- (a) grant a lease or agreement to lease;
- (b) accept surrenders of leases; or
- (c) grant any option of the whole or any part of the Charged Assets with whatever rights relating to other parts of it

whether or not at a premium and containing such covenants on the part of any Obligor, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Security Agent or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

13.3 Access on enforcement

- (a) At any time after the Security Agent has demanded payment of the Secured Liabilities or if any Obligor defaults in the performance of its obligations under this Deed or the Facility Agreement, each Obligor will allow the Security Agent or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Charged Asset and for that purpose to enter on any premises where a Charged Asset is situated (or where the Security Agent or a Receiver reasonably believes a Charged Asset to be situated) without incurring any liability to any Obligor for, or by any reason of, that entry.
- (b) At all times, each Obligor must use its best endeavours to allow the Security Agent or its Receiver access to any premises for the purpose of Clause 13.3(a) (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

13.4 Prior Security

At any time after the security constituted by this Deed has become enforceable, or after any powers conferred by any Security Interest having priority to this Deed shall have become exercisable, the Security Agent may:

- (a) redeem that or any other prior Security Interest;
- (b) procure the transfer of that Security Interest to it; and
- (c) settle and pass any account of the holder of any prior Security Interest.

The settlement and passing of any such account passed shall, in the absence of any manifest error, be conclusive and binding on each Obligor. All monies paid by the Security Agent to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Security Agent, be due from each Obligor to the Security Agent on current account and shall bear interest at the Default Rate of interest specified in the Facility Agreement and be secured as part of the Secured Liabilities.

13.5 Protection of third parties

No purchaser, mortgagee or other person dealing with the Security Agent, any Receiver or Delegate shall be concerned to enquire:

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- (b) whether any power the Security Agent, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- (c) how any money paid to the Security Agent, any Receiver or any Delegate is to be applied.

13.6 Privileges

Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

13.7 No liability as mortgagee in possession

Neither the Security Agent, any Receiver, any Delegate nor any Administrator shall be liable, by reason of entering into possession of a Charged Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Charged Assets, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Charged Assets for which a mortgagee in possession might be liable as such.

13.8 Relinquishing possession

If the Security Agent, any Receiver or Delegate enters into or takes possession of the Charged Assets, it or he may at any time relinquish possession.

13.9 Conclusive discharge to purchasers

The receipt of the Security Agent, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Assets or in making any acquisition in the exercise of their respective powers, the Security Agent, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

13.10 Right of appropriation

- (a) To the extent that:
 - (i) the Charged Assets constitute Financial Collateral; and
 - (ii) this Deed and the obligations of any Obligor under it constitute a Security Financial Collateral Arrangement

the Security Agent shall have the right, at any time after the security constituted by this Deed has become enforceable, to appropriate all or any of those Charged Assets in or towards the payment and/or discharge of the Secured Liabilities in any order that the Security Agent may, in its absolute discretion, may from time to time determine.

- (b) The value of any Charged Assets appropriated in accordance with this Clause shall be the price of those Charged Assets at the time the right of appropriation is exercised as listed on any recognised market index or determined by any other method that the Security Agent may select (including independent valuation).
- (c) Each Obligor agrees that the methods of valuation provided for in this Clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

14 RECEIVER

14.1 Appointment

At any time after the security constituted by this Deed has become enforceable, or at the request of any Obligor, the Security Agent may, without further notice, appoint by way of Deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Charged Assets.

14.2 Removal

The Security Agent may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of Deed,

or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

14.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this Deed, to the extent not otherwise discharged.

14.4 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Security Agent under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

14.5 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this Deed or by statute) shall be, and remain, exercisable by the Security Agent despite any prior appointment in respect of all or any part of the Charged Assets.

14.6 Agent of the Obligor

Any Receiver appointed by the Security Agent under this Deed shall be the agent of the relevant Obligor and that Obligor shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until that Obligor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Security Agent.

15 POWERS OF RECEIVER

15.1 Powers additional to statutory powers

- (a) Any Receiver appointed by the Security Agent under this Deed shall, in addition to the powers conferred on him by statute, have the powers set out in Clause 15.3 (*Repair and develop Properties*) to Clause 15.24 (*Incidental powers*).
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

- (c) Any exercise by a Receiver of any of the powers given by Clause 15 (*Powers of Receiver*) may be on behalf of an Obligor, the directors of an Obligor (in the case of the power contained in Clause 15.17 (*Make calls on Obligors members*)) or himself.
- (d) A Receiver may do anything the Security Agent has power to do under this Deed.

15.2 Insolvency Act powers

A Receiver may do all the acts and things in Schedule 1 to the Insolvency Act 1986 as if the words "he" and "him" referred to the Receiver and "company" referred to an Obligor.

15.3 Repair and develop Properties

A Receiver may undertake or complete any works of repair, building or development on the Properties and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

15.4 Grant or accept surrenders of leases

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting any Property and may grant any other interest or right over any Property on any terms, and subject to any conditions, that he thinks fit.

15.5 Employ personnel and advisers

A Receiver may provide services and employ or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he thinks fit. A Receiver may discharge any such person or any such person appointed by an Obligor.

15.6 Make and revoke VAT option to tax

A Receiver may make, exercise or revoke any VAT option to tax as he thinks fit.

15.7 Charge for remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) that the Security Agent may prescribe or agree with him.

15.8 Realise Charged Assets

A Receiver may collect and get in the Charged Assets or any part of them in respect of which he is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Charged Assets with like rights.

15.9 Manage or reconstruct the Obligor's business

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of any or each Obligor.

15.10 Dispose of Charged Assets

A Receiver may sell, exchange, convert into money and realise all or any of the Charged Assets in respect of which he is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Charged Assets to be sold.

15.11 Sever fixtures and fittings

A Receiver may sever and sell separately any fixtures or fittings from any Property without the consent of any Obligor.

15.12 Sell Book Debts

A Receiver may sell and assign all or any of the Book Debts in respect of which he is appointed in any manner, and generally on any terms and conditions, that he thinks fit.

15.13 Give valid receipts

A Receiver may give valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Charged Assets.

15.14 Make settlements

A Receiver may make any arrangement, settlement or compromise between any Obligor and any other person that he may think expedient.

15.15 Bring proceedings

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Charged Assets as he thinks fit.

15.16 Improve the Equipment

A Receiver may make substitutions of, or improvements to, the Equipment as he may think expedient.

15.17 Make calls on Obligors members

A Receiver may make calls conditionally or unconditionally on the members of an Obligor in respect of uncalled capital with (for that purpose and for the purpose of enforcing payments of any calls so made) the same powers as are conferred by the articles of association of an Obligor on its directors in respect of calls authorised to be made by them.

15.18 Insure

A Receiver may, if he thinks fit, but without prejudice to the indemnity in Clause 18 (*Costs and indemnity*), effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by any Obligor under this Deed.

15.19 Powers under the LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925, and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

15.20 Borrow

A Receiver may, for any of the purposes authorised by this Clause 15 (*Powers of Receiver*), raise money by borrowing from the Security Agent (or from any other person) either unsecured or on the security of all or any of the Charged Assets in respect of which he is appointed on any terms that he thinks fit (including, if the Security Agent consents, terms under which that security ranks in priority to this Deed).

15.21 Redeem prior Security Interest

A Receiver may redeem any prior Security Interest and settle and pass the accounts to which the Security Interest relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on each Obligor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

15.22 Delegation

A Receiver may delegate his powers in accordance with this Deed.

15.23 Absolute beneficial owner

A Receiver may, in relation to any of the Charged Assets, exercise all powers, authorisations and rights he would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Charged Assets or any part of the Charged Assets.

15.24 Incidental powers

A Receiver may do any other acts and things that he:

- (a) may consider desirable or necessary for realising any of the Charged Assets;
- (b) may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Deed or law; or
- (c) lawfully may or can do as agent for any Obligor.

16 DELEGATIONS**16.1 Delegation**

The Security Agent or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney granted under Clause 20.1 (*Appointment of attorneys*)).

16.2 Terms

The Security Agent and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

16.3 Liability

Neither the Security Agent nor any Receiver shall be in any way liable or responsible to any Obligor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

17 APPLICATION OF PROCEEDS**17.1 Order of application of proceeds**

All monies received by the Security Agent, a Receiver or a Delegate pursuant to this Deed, after the security constituted by this Deed has become enforceable (other than sums received under any Insurance), shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied unless otherwise

determined by the Security Agent, (or such Receiver or Delegate) in the following order of priority:

- (a) in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Security Agent (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this Deed, and of all remuneration due to any Receiver under or in connection with this Deed;
- (b) in or towards payment of or provision for the Secured Liabilities in any order and manner that the Security Agent determines; and
- (c) in payment of the surplus (if any) to any Obligor or other person entitled to it.

17.2 Appropriation

Neither the Security Agent, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

17.3 Suspense account

All monies received by the Security Agent, a Receiver or a Delegate under this Deed (other than sums received under any Insurance that are not going to be applied in or towards discharge of the Secured Liabilities):

- (a) may, at the discretion of the Security Agent, Receiver or Delegate, be credited to any suspense or securities realised account;
- (b) shall bear interest, if any, at the rate agreed in writing between the Security Agent and the Obligor; and
- (c) may be held in that account for so long as the Security Agent, Receiver or Delegate thinks fit.

18 COSTS AND INDEMNITY

18.1 Costs

Each Obligor shall, within three (3) Business Days of demand, pay to, or reimburse, the Security Agent and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Security Agent, any Receiver or any Delegate in connection with:

- (a) this Deed or the Charged Assets;

- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Security Agent's, a Receiver's or a Delegate's rights under this Deed; or
- (c) taking proceedings for, or recovering, any of the Secured Liabilities

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of the Obligor) at the rate and in the manner specified in the Facility Agreement.

18.2 Indemnity

Each Obligor shall indemnify the Security Agent, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of the Charged Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Deed; or
- (c) any default or delay by the Obligor in performing any of its obligations under this Deed.

Any past or present employee or agent may enforce the terms of this Clause 18.2 (*Indemnity*) subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

19 FURTHER ASSURANCE

19.1 Further assurance

Each Obligor shall, at its own expense, take whatever action the Security Agent or any Receiver may reasonably require for:

- (a) creating, perfecting or protecting the security intended to be created by this Deed;
- (b) facilitating the realisation of any Charged Asset; or

- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Security Agent or any Receiver in respect of any Charged Asset

including, without limitation (if the Security Agent or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Charged Assets (whether to the Security Agent or to its nominee) and the giving of any notice, order or direction and the making of any registration.

19.2 Specific security documents required

Without prejudice to the generality of the provisions of Clause 19.1 (*Further Assurance*), each Obligor shall execute as and when so required by the Security Agent a legal mortgage or legal charge (as specified by the Security Agent) over any freehold, leasehold and heritable properties acquired by it after the date of this Deed (including all or any of the Properties as and when the same are conveyed, transferred, or let to it) and over any and all fixtures, trade fixtures and fixed plant and machinery at any time and from time to time situate thereon.

20 POWER OF ATTORNEY

20.1 Appointment of attorneys

By way of security, each Obligor irrevocably appoints the Security Agent, every Receiver and every Delegate separately to be its attorney and, in its name, on its behalf and as its act and Deed, to execute any documents and do any acts and things that:

- (a) that Obligor is required to execute and do under this Deed; and/or
- (b) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Deed or by law on the Security Agent, any Receiver or any Delegate.

20.2 Ratification of acts of attorneys

Each Obligor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in Clause 20.1 (*Appointment of attorneys*) above.

21 FURTHER PROVISIONS

21.1 Independent security

The security constituted by this Deed shall be in addition to, and independent of, any other security or guarantee that the Security Agent may hold for any of the Secured

Liabilities at any time. No prior security held by the Security Agent over the whole or any part of the Charged Assets shall merge in the security created by this Deed.

21.2 Continuing security

The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Security Agent discharges this Deed in writing.

21.3 Discharge conditional

Any release, discharge or settlement between an Obligor and the Security Agent shall be deemed conditional on no payment or security received by the Security Agent in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

- (a) the Security Agent or its nominee may retain this Deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Charged Assets, for any period that the Security Agent deems necessary to provide the Security Agent with security against any such avoidance, reduction or order for refund; and
- (b) the Security Agent may recover the value or amount of such security or payment from an Obligor subsequently as if the release, discharge or settlement had not occurred.

21.4 Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this Deed.

21.5 Further advances

The Lenders are under an obligation, contained in, and subject to the terms of the Facility Agreement to make further advances to the Borrower and this security has been made for securing such further advances. The Security Agent hereby applies to the Land Registry in substantially the following terms:

"The applicant confirms that, under the provisions of the charge, the Lender is under an obligation to make further advances and applies to the registrar for a note to be entered in the register to that effect."

22 SECURITY AGENT

22.1 Declaration of Trust

The Security Agent hereby declares itself trustee of the covenants, undertakings, mortgages and charges of each of the Obligors contained in this Deed and the security and other rights, titles and interests constituted by this Deed and of the Charged Assets and all other moneys, property and assets paid to the Security Agent pursuant to or in connection with this Deed with effect from the date of this Deed to hold the same on trust for the Secured Parties and itself and to apply the same in accordance with the provisions of Clause 17 (*Application of Proceeds*).

22.2 Appointment

Each Secured Party has appointed the Security Agent to act as its trustee in connection with this Deed.

22.3 Deemed entitlement

The Security Agent may deem and treat each Secured Party as the person entitled to the benefit of this Deed in respect of the proportion of the Secured Liabilities which, in accordance with the information provided to the Security Agent pursuant to Clause 22.4 (*Directions for realisation*), are owing or incurred by any of the Obligors to such Secured Party for all purposes of this Deed unless and until a written notice of assignment or transfer of all or part of such Secured Party's share shall have been filed with the Security Agent.

22.4 Directions of realisation

Each Secured Party shall provide the Security Agent with all necessary directions in writing so as to enable the Security Agent to apply the proceeds of realisation of the security as contemplated by this Deed and such other information as it may reasonably require for the purposes of carrying out its duties and obligations under this Deed.

22.5 Deposit of documents

The Security Agent shall be entitled to place all deeds, certificates and other documents relating to the Charged Assets deposited with it under or pursuant to this Deed in any safe deposit, safe or receptacle selected by the Security Agent or with any solicitor or firm of solicitors and may make any such arrangements as it thinks fit for allowing the Obligors or their solicitors or auditors access to or possession of such documents when necessary or convenient and the Security Agent shall not be responsible for any loss incurred in connection with any such deposit, access or possession.

22.6 Security Agent's duty of care

Nothing in this Deed shall in any case where the Security Agent has failed to show the degree of care and diligence required of it as a trustee having regard to the provisions of this Deed exempt the Security Agent from or indemnify it against any liability for breach of trust or any liability which by virtue of any rule of law would otherwise attach to it in respect of any negligence, default, breach of duty or breach of trust of which it may be guilty in relation to its duties under this Deed.

22.7 Additional statutory rights

In addition to its rights under or by virtue of this Deed and the other Finance Documents the Security Agent shall have all of the rights conferred on a trustee by the Trustee Act 1925, the Trustee Delegation Act 1999 and the Trustee Act 2000.

23 ASSIGNMENT AND TRANSFER**23.1 Assignment by Security Agent**

- (a) At any time, the Security Agent may assign or transfer (including by way of novation) any of its rights and obligations under this Deed.
- (b) The Security Agent may disclose to any actual or proposed assignee or transferee any information in its possession that relates to any Obligor, the Charged Assets and this Deed that the Security Agent considers appropriate.

23.2 Assignments and transfer by an Obligor

No Obligor may assign any of its rights, or transfer any of its rights or obligations, under this Deed.

24 SET-OFF**24.1 Security Agent's right of set-off**

The Security Agent may set off any matured obligation due from any Obligor under this Deed (to the extent beneficially owned by the Secured Party) against any matured obligation owed by that Secured Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

24.2 Exclusion of Obligor's right of set-off

All payments made by an Obligor to the Security Agent or a Secured Party under this Deed shall be made without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

25 MISCELLANEOUS

The provisions of clauses 44 (*Notices*), 45 (*Calculations and Certificates*), 46 (*Partial Invalidity*), 47 (*Remedies and Waivers*), and 48 (*Amendments and Waivers*) of the Facility Agreement shall apply to this Deed, as if set out in full and so that references in those provisions to "this Agreement" shall be construed as references to this Deed and references to "party" or "parties" shall be construed as references to parties to this Deed.

26 COUNTERPARTS

This Deed 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 Deed.

27 GOVERNING LAW

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

28 JURISDICTION AND ENFORCEMENT**28.1 Jurisdiction**


- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- (b) The parties to this Deed 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 28.1 (*Jurisdiction*) is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

THIS DOCUMENT HAS BEEN EXECUTED AS A DEED AND IS DELIVERED AND TAKES EFFECT ON THE DATE STATED AT THE BEGINNING OF IT

Schedule 1The Obligors

Company Name	Registered No.	Address	Assets Jurisdiction
<u>THE HOLD COS</u>			
ROC Solar Limited	08192174	Oxford Capital Partners LLP 201 Cumnor Hill Oxford OX2 9PJ	N/A
Moray Power Limited	08255180	Oxford Capital Partners LLP 201 Cumnor Hill Oxford OX2 9PJ	N/A
Appleton Renewables Limited	08304077	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	N/A
Appleton Renewable Energy Limited	08304097	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	N/A
Newton Solar Limited	08410048 08410126 (BS)	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	N/A
Greenacre Solar Limited	08336553	Oxford Capital Partners LLP 201 Cumnor Hill Oxford OX2 9PJ	N/A
Greenacre Solar Energy Limited	08336842	Oxford Capital Partners LLP 201 Cumnor Hill Oxford OX2 9PJ	N/A

Beeston Solar Limited	08426394	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	N/A
Triumph Solar Limited	08426390	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	N/A
Triumph Solar Energy Limited	08426662	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	N/A
Emerald Isle Solar Limited	08409356	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	N/A
Voltaise Limited	08406007	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	N/A
Penarth Energy Limited	08785231	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	N/A
Ridgeway Solar Energy Limited	08773658	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	N/A
Hulse Energy Limited	08871790	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	N/A

<u>THE PROJECT COS</u>			
ROC Solar (UK) Limited	08192238	Oxford Capital Partners LLP 201 Cumnor Hill Oxford OX2 9PJ	England & Wales
Moray Power (UK) Limited	08255178	Oxford Capital Partners LLP 201 Cumnor Hill Oxford OX2 9PJ	England & Wales
KPP132 Limited	08780511	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	England & Wales
Moray Energy Limited	09841744	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	England & Wales
Andover Airfield Solar Developments Limited	08346019	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	England & Wales
Newton Solar Energy Limited	08410126 08410648 	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	England & Wales
Greenacre Redbridge Limited	08464731	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	England & Wales
Beeston Solar Energy Limited	08426702	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	England & Wales

Triumph Renewable Energy Limited	09484597	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	Northern Ireland
KPP141 Limited	09071766	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	England & Wales
Emerald Isle Solar Energy Limited	08409523	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	England & Wales
York Renewables Limited	08433585	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	England & Wales
York NIHE Limited	09771037	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	England & Wales
York Renewable Energy Limited	08434166	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	N/A
Voltaise (UK) Limited	08405943	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	England & Wales
Bourne Park Solar	08645695	Beeston Lodge Beeston Lane	England & Wales

Limited		Spixworth Norwich NR10 3TN	
Ridgeway Solar Energy Limited	08774029	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	England & Wales
TGC Solar Oakfield Limited	08407537	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	England & Wales
Brookside Solar Limited	08435388	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	England & Wales
Abercomyn Solar Limited	08708172	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	England & Wales
Hulse Renewable Energy Limited	09484662	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	England & Wales
Heulwen Solar Limited	08839079	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	England & Wales
Wakehurst Renewables Limited	08859291	Beeston Lodge Beeston Lane Spixworth	England & Wales

		Norwich NR10 3TN	
Wakehurst Renewable Energy Limited	09484426	Beeston Lodge Beeston Lane Spixworth Norwich NR10 3TN	Northern Ireland

Schedule 2**The Properties**

Project Name	Registered Proprietor	Address	Freehold/ Leasehold	Title No.
Selby	KPP132 Limited	The airspace extending vertically 5 metres above the portion of the roof of Factory Premises, Bishopdyke Road, Sherburn In Elmet, Leeds	Leasehold	NYK417854
Andover	Andover Airfield Solar Developments Limited	Solar Farm, Andover Airfield, Red Post Lane, Andover	Leasehold	HP762802
New Rendy	Newton Solar Energy Limited	Land lying to the east of New Rendy Farm, Oake, Taunton TA4 1BB	Leasehold	ST309404
Redbridge	Greenacre Redbridge Limited	Land lying to the northwest of Redbridge Farm, Dolmans Hill, Lytchett Matravers, Poole (BH16 6HP)	Leasehold	DT404115
Kingsland Barton	Beeston Solar Energy Limited	Land at Kingsland Barton, Nadder Lane, South Molton EX36 4HP	Leasehold	DN641100
Leeds College	KPP141 Limited	Airspace extending vertically 5 metres above the roof of Leeds College of Building, Black Bull Street, Leeds LS10 1HW	Leasehold	YY49845
Chepstow	KPP141 Limited	Airspace extending vertically 5 metres above the roof of Link, 48 New House Farm, Industrial Estate, Mathern, Chepstow NP16 6UD	Leasehold	CYM627081

Taunton	KPP141 Limited	Airspace extending vertically 5 metres above the portion of the roof of the Deso, Egrove Way, Williton Industrial Estate, Taunton TA4	Leasehold	ST332070
Dewsbury	Emerald Isle Solar Energy Limited	Airspace above the roof Kozee Sleep, Low Mill Lane, Dewsbury	Leasehold	YY23260
RSPCA	York Renewables Limited	Solar Farm, Lllys Nini Y Animal Centre, Penllergaer, Swansea, SA4 9WB	Leasehold	CYM611366 CYM661643 CYM666110
Kerriers (Property A)	Voltaire (UK) Limited	Land known as land at Kerriers, Inches, Bodmin	Leasehold	CL304718
Bourne Park	Bourne Park Solar Limited	Land known as land on the east side of Bourne Farm, Piddlehinton, Dorchester	Leasehold	DT411908
Red Court	Ridgeway Solar Energy Limited	Land known as land lying to the west of Red Court Farm	Leasehold	CYM648283
Oakfield	TGC Solar Oakfield Limited	Land known as land at Oakfield Farm, Taplins Farm Lane, Winchfield, Hook RG27 8SH	Leasehold	HP787084
Laughton Levels	Brookside Solar Limited	Land at Kitty Hawk Farm, Darp Lane, Ripe, Lewes BN8 6BB	Leasehold	ESX354993
Sutton Bridge	Abercomyn Solar Limited	Land known as land on the south side of Sutton Montis Road, Queen Camel, Yeovil	Leasehold	WS70990
Iwood	Heulwen Solar Limited	Land at the west side of Iwood Lane, Congresbury, Bristol and land on the north side of Stock Lane, Langford, Bristol	Leasehold	ST316055 ST316056 ST316057

PENDING REGISTRATION:	
Kerriers	A lease dated 6 November 2017 made between (1) Jean Bennallick and Arthur John Bennallick and (2) Voltaire (UK) Limited relating to land known as Little Pool Meadow, Kerriers, Inches
RSPCA	A lease of LAND AT LLYS NINI Y ANIMAL CENTRE, PENLLERGAER, SWANSEA SA4 9WP dated 31 May 2017 made between (1) Sally Jane Hayman and Catherine Thomas as trustees of the West Glamorgan and Swansea Branch of the Royal Society for the Prevention of Cruelty to Animals and (2) York Renewables Limited

Schedule 3**Key Contracts****Part A****Project Documents**

Project and Obligor	Project Document	Parties	Date
Andover; Andover Airfield Solar Developments Limited	Connection Agreement (a "Grid Connection Agreement")	Southern Electric Power Distribution plc & Ikaros Solar Limited	29/03/2013
	Module Warranty Agreement	Hanwa Solarone (Qidong) Co., Ltd.	N/A
	Module Warranty Agreement	Baoding Tianwei Yingli New Energy Resources Co. Ltd	N/A
	Inverter Warranty Agreement	SMA Solar Technology AG	N/A
	Mounting structure Warranty Agreement	SADEF	N/A
	Switchgear Warranty Agreement	Eaton Electric Limited	N/A
	O&M Agreement (an "O&M Agreement")	Andover Airfield Solar Developments Limited & Ikaros Solar Limited	26/09/2013
	O&M Termination Letter (an "O&M Agreement")	Andover Airfield Solar Developments Limited & Ikaros Solar Limited	24/03/2017
	New O&M Agreement (an "O&M Agreement")	Andover Airfield Solar Developments Limited & ENcome Energy Performance UK Ltd	31/03/2017
	New O&M Guarantee (an "O&M Agreement")	Andover Airfield Solar Developments Limited & ENcome Energy Performance GmbH	31/03/2017
	PPA (an "Offtake Agreement")	Andover Airfield Solar Developments Limited & Statkraft Markets GmbH	29/03/2017
	PPA Guarantee (an "Offtake Agreement")	Andover Airfield Solar Developments Limited & Statkraft AS	29/03/2017
	EPC Agreement (an "EPC Agreement")	Andover Airfield Solar Developments Limited & Ikaros Solar NV	03/05/2013 and variation 25/11/2013
	Lease	(1) Lady Olivia Ann Clark, John Haydon Jackson and Duncan Alan Clark and (2) Andover Airfield Solar Developments Limited	15 March 2013 as varied by a deed of variation 3 May 2013 made between the same parties and a deed of surrender of part and of variation dated 12 September 2014 made between

			the same parties
Bombardier; Wakehurst Renewables Limited	O&M Contract (an "O&M Agreement")	Wakehurst Renewables Limited & Saliis Limited	19/06/2015
	O&M Termination Letter (an "O&M Agreement")	Wakehurst Renewables Limited & Saliis Limited	30/03/2017 Effective from date of issue of FAC under EPC Contract
	New O&M contract (an "O&M Agreement")	Wakehurst Renewables Limited & Saliis Limited	31/03/2017
	EPC Contract (an "EPC Agreement")	Wakehurst Renewables Limited & Saliis Limited	18/12/2014
	ROC Trading Services Agreement (an "Offtake Agreement")	Action Renewables Energy Trading Limited & Wakehurst Renewables Limited	07/10/2016
	Deed of Termination - ROC Trading Services Agreement (an "Offtake Agreement")	Action Renewables Energy Trading Limited & Wakehurst Renewables Limited	16/10/2017
	ROC Trading Master Agreement (an "Offtake Agreement")	EDF Energy PLC & Wakehurst Renewables Limited	16/10/2017
	Action Renewables Energy Trading Services Agreement	Action Renewables Energy Trading Limited & Wakehurst Renewables Limited	03/10/2015
	Module Warranty x 3	Jinko Solar	N/A
	Private wire agreement (an "Offtake Agreement")	Wakehurst Renewables Limited and Short Brothers Plc	08/12/2014
	Inverter Warranty	ABB	N/A
Bourne Park; Bourne Park Solar Limited	O&M Contract (an "O&M Agreement")	Bourne Park Solar Limited & Ikaros Solar Limited	24/11/2014
	O&M Termination Letter (an "O&M Agreement")	Bourne Park Solar Limited & Ikaros Solar Limited	24/03/2017
	New O&M Contract (an "O&M Agreement")	Bourne Park Solar Limited & ENcome Energy Performance UK Ltd	31/03/2017
	New O&M Guarantee (an "O&M Agreement")	Bourne Park Solar Limited & ENcome Energy Performance GmbH	31/03/2017
	PPA (an "Offtake Agreement")	Bourne Park Solar Limited & Statkraft Markets GmbH	29/03/2017
	PPA Guarantee (an "Offtake Agreement")	Bourne Park Solar Limited & Statkraft AS	29/03/2017
	EPC Contract (an "EPC Agreement")	Bourne Park Solar Limited & Ikaros Solar Limited	24/11/2014 and variation 23/11/2016
	Connection Agreement (a "Grid Connection Agreement")	Southern Electric Power Distribution plc & Bourne Park Solar	24/10/2014

		Limited	
	Module Warranty	Hanwha Q Cells GMBH	N/A
	Inverter Warranty	SMA Solar Technology AG	N/A
	Transformer Warranty	CG Power Systems Belgium NV	N/A
	Mounting structure Warranty	Sopsolar	N/A
Chepstow; KPP141 Limited	PPA (an "Offtake Agreement")	Opus Energy Renewables Limited & KPP141 Limited	30/01/2017
	Private wire agreement (an "Offtake Agreement")	KPP141 Limited & BFS Group Limited	28/07/2014
	Module Warranty Agreement	Yingli Green Energy Holding Company Limited	N/A
	Inverter Warranty Agreement	Fronius	N/A
	Mounting structure Warranty Agreement	Schletter	N/A
	Switchgear Warranty Agreement	ComAp	N/A
	O&M Agreement (an "O&M Agreement")	KPP141 Limited & Kingspan Energy Limited	19/01/2015
	O&M Guarantee (an "O&M Agreement")	KPP141 Limited & Kingspan Limited	19/01/2015
	O&M Deed of Termination (an "O&M Agreement")	KPP141 Limited & Kingspan Energy Limited	31/03/2017
	New O&M Agreement (an "O&M Agreement")	KPP141 Limited & ENcome Energy Performance UK Ltd	31/03/2017 Effective on later of 15/10/17 or date of issue of FAC under EPC Contract
	New O&M Guarantee (an "O&M Agreement")	KPP141 Limited & ENcome Energy Performance UK Ltd	31/03/2017
	PPA (an "Offtake Agreement")	KPP141 Limited & Statkraft Markets GmbH	29/03/2017
	PPA Guarantee (an "Offtake Agreement")	KPP141 Limited & Statkraft AS	29/03/2017
	EPC Agreement (an "EPC Agreement")	KPP141 Limited & Kingspan Energy Limited	16/01/2015
	EPC Guarantee (an "EPC Agreement")	KPP141 Limited & Kingspan Limited	19/01/2015
	Lease	(1) 3663 Developments Limited and (2) KPP141 Limited	28/08/2014
Dewsbury; Emerald Isle Solar Energy Limited	O&M Contract (an "O&M Agreement")	Emerald Isle Solar Energy Limited & ENcome Energy Performance UK Ltd	31/03/2017
	O&M Guarantee (an "O&M Agreement")	Emerald Isle Solar Energy Limited &	31/03/2017

		ENcome Energy Performance GMBH	
	PPA (an "Offtake Agreement")	Emerald Isle Solar Energy Limited & Statkraft Markets GmbH	29/03/2017
	PPA Guarantee (an "Offtake Agreement")	Emerald Isle Solar Energy Limited & Statkraft AS	29/03/2017
	EPC Contract (an "EPC Agreement")	Emerald Isle Solar Energy Limited & Solartech Limited	12/02/2014
	Connection Offer (a "Grid Connection Agreement")	Northern Powergrid (Yorkshire) plc & Emerald Isle Solar Energy Ltd	07/01/2014
	PPA (an "Offtake Agreement")	ENGIE Power Limited & Emerald Isle Solar Energy Limited	01/11/2016
	Private wire agreement (an "Offtake Agreement")	Emerald Isle Solar Energy Limited & John Cotton Group Limited	6/11/2017
	Module Warranty	JA Solar Holdings Co., Ltd.	N/A
	Inverter Warranty	Mastervolt International BV	N/A
	Mounting structure Warranty	K2 Systems GmbH	N/A
	Switchgear Warranty	ComAp	N/A
Emerald Isle NIROC; Emerald Isle Solar Energy Limited	O&M Contract (an "O&M Agreement")	Emerald Isle Solar Energy Limited & Soventix GmbH	31/11/2013
	O&M Contract Variation (an "O&M Agreement")	Emerald Isle Solar Energy Limited & Soventix GmbH	31/03/2017 (effective 01/04/2017)
	Mounting structure Warranty (Soventix)	ALTEC Solartechnik AG	N/A
	Mounting structure Warranty (Soventix)	S:FLEX	N/A
	Mounting structure Warranty (Soventix)	T.Werk GmbH	N/A
	Module Warranty (Soventix)	CareyGlass Solar	N/A
	Module Warranty (Soventix)	Renesola Jiangsu Ltd	N/A
	Module Warranty (Soventix)	Risen	N/A
	Module Warranty (Soventix)	Sovello	N/A
	Module Warranty (Soventix)	Trina	N/A
	Module Warranty (Soventix)	Yingli Green Energy Holding Company Limited	N/A
	Module Warranty in the form of an insurance policy from Powerguard (Soventix)	Jinko Solar Co., Ltd	N/A
	Inverter Warranty	Danfoss Solar Inverters	N/A

	(Soventix)	A/S	
	Inverter Warranty (Soventix)	Platinum GmbH	N/A
	Inverter Warranty (Soventix)	Power One Renewable Energy Solutions	N/A
	Inverter Warranty (Soventix)	Samil Power	N/A
	Inverter Warranty (Soventix)	SMA	N/A
	Inverter Warranty (Soventix)	Fronius	N/A
	Inverter Warranty (Soventix)	Tranergy	N/A
	Agency Agreement for Power Sales (an "Offtake Agreement")	Action Renewables Energy Trading Limited & Emerald Isle Solar Energy Limited	07/10/2016
	Action Renewables Energy Trading Services Agreement	Action Renewables Energy Trading Limited & Emerald Isle Solar Energy Limited	03/12/2015
	ROC Trading Services Agreement (an "Offtake Agreement")	Action Renewables Energy Trading Limited & Emerald Isle Solar Energy Limited	07/10/2016
	Deed of Termination - ROC Trading Services Agreement (an "Offtake Agreement")	Action Renewables Energy Trading Limited & Emerald Isle Solar Energy Limited	16/10/2017
	ROC Trading Master Agreement (an "Offtake Agreement")	EDF Energy PLC & Emerald Isle Solar Energy Limited	16/10/2017
Hulse NIROC; Hulse Renewable Energy Limited	O&M Contract (an "O&M Agreement")	Hulse Energy Limited & Saliis Limited	21/07/2015
	O&M Contract Variation (an "O&M Agreement")	Hulse Energy Limited & Saliis Limited	31/03/2017 (effective 01/04/2017)
	Module Warranty (Saliis)	Hanwha Q Cells Corp	N/A
	Module Warranty (Saliis)	JA Solar Holdings Co Ltd	N/A
	Module Warranty (Saliis)	Jinko Solar Import and Export Co., Ltd.	N/A
	Module Warranty (Saliis)	Wuxi Jiacheng Solar Energy Technology Co., Ltd	N/A
	Module Warranty (Saliis)	Risen	N/A
	Inverter Warranty (Saliis)	SMA Solar Technology AG	N/A
	Inverter Warranty (Saliis)	ABB	N/A
	Inverter Warranty (Saliis)	Tranergy Co., Ltd.	N/A
	Mounting structure (Saliis)	Mounting Systems GmbH	N/A
	ROC Trading Services Agreement (an "Offtake Agreement")	Action Renewables Energy Trading Limited & Hulse Renewable Energy Limited	07/10/2016
	Deed of Termination -	Action Renewables	16/10/2017

	ROC Trading Services Agreement (an "Offtake Agreement")	Energy Trading Limited & Hulse Renewable Energy Limited	
	ROC Trading Master Agreement (an "Offtake Agreement")	EDF Energy PLC & Hulse Renewable Energy Limited	16/10/2017
Iwood; Heulwen Solar Limited	O&M Contract (an "O&M Agreement")	Heulwen Solar Limited, Padero Solaer Limited and Bosques Solares SL & Padero Solar Limited	10/09/2014
	O&M Termination Letter (an "O&M Agreement")	Heulwen Solar Limited & Padero Solaer Limited	29/03/2017
	New O&M Contract (an "O&M Agreement")	Heulwen Solar Limited & Padero Solaer Limited	31/03/2017
	New O&M Guarantee (an "O&M Agreement")	Heulwen Solar Limited & Bosques Solares SL and Padero Solar Limited	31/03/2017
	PPA (an "Offtake Agreement")	Heulwen Solar Limited & Statkraft Markets GmbH	29/03/2017
	PPA Guarantee (an "Offtake Agreement")	Heulwen Solar Limited & Statkraft AS	29/03/2017
	EPC Contract (an "EPC Agreement")	Heulwen Solar Limited & Bosques Solares SL & Padero Solar Limited & Padero Solaer Limited	10/09/2014
	Connection Agreement (a "Grid Connection Agreement")	Western Power Distribution (South West) plc & Heulwen Solar Limited	11/12/2014
	Module Warranty	Canadian Solar	N/A
	Inverter Warranty	Power Electronics	N/A
	Transformer Warranty	Construcciones Electricas JARA, S.A.	N/A
	Mounting structure Warranty	MFV Manufacturing S.A.	N/A
Kerriers; Voltaise (UK) Limited	O&M Contract (an "O&M Agreement")	Voltaise (UK) Limited & Padero Solaer Limited	04/03/2014
	O&M Termination Letter (an "O&M Agreement")	Voltaise (UK) Limited & Padero Solaer Limited	29/03/2017
	New O&M Contract (an "O&M Agreement")	Voltaise (UK) Limited & Padero Solaer Limited	31/03/2017
	New O&M Guarantee (an "O&M Agreement")	Voltaise (UK) Limited & Bosques Solares SL	31/03/2017
	PPA (an "Offtake Agreement")	Voltaise (UK) Limited & Statkraft Markets GmbH	29/03/2017
	PPA Guarantee (an "Offtake Agreement")	Voltaise (UK) Limited & Statkraft AS	29/03/2017
	EPC Contract (an "EPC Agreement")	Voltaise (UK) Limited & Padero Solaer Limited & Bosques Solares SL & Padero Solar Limited	04/03/2014
	Connection Agreement (a "Grid Connection Agreement")	Western Power Distribution (South West) plc & Voltaise (UK) Limited	19/04/2014

	Module Warranty	Changzhou Trina Solar Energy Co., Ltd	N/A
	Inverter Warranty	Schneider Electric	N/A
	transformer Warranty	Schneider Electric	N/A
	Mounting structure Warranty	MFV Manufacturing S.A	N/A
	switchgear Warranty	Schneider Electric	N/A
Kingsland Barton; Beeston Solar Limited	Connection Agreement (a "Grid Connection Agreement")	Western Power Distribution (South West) plc & Beeston Solar Energy Limited	21/02/2014
	Module Warranty Agreement	ReneSola Jiangsu Ltd	N/A
	Inverter and transformer Warranty Agreement	Power Electronics	N/A
	Mounting structure Warranty Agreement	MFV Manufacturing, S.A.	N/A
	Switchgear Warranty Agreement	EPDL Ormazabal Ltd.	N/A
	O&M Termination Letter (an "O&M Agreement")	Beeston Solar Energy Limited & Padero Solaer Limited	21/03/2017
	New O&M Agreement (an "O&M Agreement")	Beeston Solar Energy Limited & Padero Solaer Limited	31/03/2017
	New O&M Guarantee (an "O&M Agreement")	Beeston Solar Energy Limited & Bosques Solares SL & Padero Solar Limited	31/03/2017
	PPA (an "Offtake Agreement")	Beeston Solar Energy Limited & Statkraft Markets GmbH	29/03/2017
	PPA Guarantee (an "Offtake Agreement")	Beeston Solar Energy Limited & Statkraft AS	29/03/2017
	EPC Agreement	Beeston Solar Energy Limited & Bosques Solares SL & Padero Solar Limited & Padero Solaer Limited	18/12/2013
	Lease	Mr G.J Smaldon, Mrs S.J Smaldon and Mr D.J Smaldon (1) and K-Bar 2013 SPV11 Limited (2)	4 December 2013 assigned to Beeston Solar Energy Limited on 18 December 2013
Laughton Levels; Brookside Solar Limited	O&M Termination Letter (an "O&M Agreement")	Brookside Solar Limited & Padero Solaer Limited	29/03/2017
	New O&M Contract (an "O&M Agreement")	Brookside Solar Limited & Padero Solaer Limited	31/03/2017
	New O&M Guarantee (an "O&M Agreement")	Brookside Solar Limited & Bosques Solares SL & Padero Solar Limited	31/03/2017
	PPA (an "Offtake Agreement")	Brookside Solar Limited & Statkraft Markets GmbH	29/03/2017
	PPA Guarantee (an "Offtake Agreement")	Brookside Solar Limited & Statkraft AS	29/03/2017

	EPC Contract (an "EPC Agreement")	Brookside Solar Limited & Bosques Solares SL & Padero Solar Limited & Padero Solaer Limited	04/03/2014
	Connection agreement (a "Grid Connection Agreement")	South Eastern Power Networks Plc & Brookside Solar Limited	04/03/2015
	Module Warranty	Canadian Solar	N/A
	Inverter Warranty	Power Electrics	N/A
	transformer Warranty	Construcciones Electricas JARA, S.A.	N/A
Leeds College Building; KPP141 Limited	PPA (an "Offtake Agreement")	Opus Energy Renewables Limited & KPP141 Limited	14/07/2015
	Private wire agreement (an "Offtake Agreement")	KPP133 Limited & Leeds College	23/02/2015
	Deed of Novation in respect of Private Wire Agreement dated 23 February 2015	Leeds College of Building & KPP133 Limited	14 July 2016
	Connection confirmation letter	The Gas Transportation Company Limited & Kingspan Energy Limited	N/A
	Module Warranty Agreement	Yingli Green Energy Holding Company Limited	N/A
	Inverter Warranty Agreement	SMA Solar Technology AG	N/A
	Mounting structure Warranty Agreement	Schletter	N/A
	Switchgear Warranty Agreement	ComAp.	N/A
	O&M Contract (an "O&M Agreement")	KPP141 Limited & Kingspan Energy Limited	19/06/2015
	O&M Deed of Termination (an "O&M Agreement")	KPP141 Limited & Kingspan Energy Limited	31/03/2017
	New O&M Agreement (an "O&M Agreement")	KPP141 Limited & ENcome Energy Performance UK Ltd	31/03/2017 Effective from later of 18/07/2017 or date of issue of FAC
	New O&M Guarantee (an "O&M Agreement")	KPP141 Limited & ENcome Energy Performance GMBH	31/03/2017
	EPC Agreement	KPP141 Limited & Kingspan Energy Limited	19/06/2015
	Lease	(1) Leeds College of Building and (2) KPP133 Limited	23 February 2015
Moray Commercial	ROC Trading Services Agreement (an "Offtake Agreement")	Action Renewables Energy Trading Limited	07/10/2016

**(NIROC);
Moray Power
(UK) Limited**

Agreement")	& Moray Power (UK) Limited	
Action Renewables Energy Trading Services Agreement (an "Offtake Agreement")	Action Renewables Energy Trading Limited & Moray Power (UK) Limited	03/12/2015
Module Warranty Agreement (KCR01 Carpet Tile Solutions)	Yingli Solar	N/A
Inverter Warranty Agreement (KCR01 Carpet Tile Solutions)	SMA Solar Technology Ag	N/A
Module Warranty Agreement (KCR02 CD Enviro (Factory 2))	Yingli Solar	N/A
Inverter Warranty Agreement (KCR02 CD Enviro (Facotry 2))	Solaredge	N/A
Inverter Warranty Agreement (KCR02 CD Enviro (Facotry 2))	Solaredge	N/A
Module Warranty Agreement (KCR03 CDE Global (Factory 1))	Yingli Solar	N/A
Inverter Warranty Agreement (KCR03 CDE Global (Factory 1))	Solaredge	N/A
Module Warranty Agreement (KCR04 Shelbourne Motors)	Yingli Solar	N/A
Inverter Warranty Agreement (KCR04 Shelbourne Motors)	Samil Power	N/A
Module Warranty Agreement (KCR05 SAM Mouldings)	Yingli Solar	N/A
Inverter Warranty Agreement (KCR05 SAM Mouldings)	SMA Solar Technology Ag	N/A
Module Warranty Agreement (KCR06 Banbridge Enterprise Centre)	Yingli Solar	N/A
Inverter Warranty Agreement (KCR06 Banbridge Enterprise Centre)	Samil Power	N/A
Module Warranty Agreement (KCR07 Dale Farm House (Head Office))	Renesola Jiangsu Ltd	N/A
Inverter Warranty Agreement (KCR07 Dale Farm House (Head Office))	Samil Power	N/A
Module Warranty Agreement (KCR08 Dale Farm (Cullybackey))	Yingli Solar	N/A
Inverter Warranty	SMA Solar Technology	N/A

Agreement (KCR08 Dale Farm (Cullybackey))	Ag	
Module Warranty Agreement (KCR09 Dale Farm Pennybridge)	Yingli Solar	N/A
Inverter Warranty Agreement (KCR09 Dale Farm Pennybridge)	SMA Solar Technology Ag	N/A
Module Warranty Agreement (KCR10 Gilpin (Gilfresh))	Yingli Solar	N/A
Inverter Warranty Agreement (KCR10 Gilpin (Gilfresh))	Samil Power	N/A
Module Warranty Agreement (KCR12 Wright Farms)	Renesola Jiangsu Ltd	N/A
Inverter Warranty Agreement (KCR12 Wright Farms)	SMA Solar Technology Ag	N/A
Module Warranty Agreement (KCR13 (1) Montgomery Transport)	Renesola Jiangsu Ltd	N/A
Inverter Warranty Agreement (KCR13 (1) Montgomery Transport)	Samil Power	N/A
Module Warranty Agreement (KCR13 (2) Ballyvesey (Montracon))	Renesola Jiangsu Ltd	N/A
Inverter Warranty Agreement (KCR13 (2) Ballyvesey (Montracon))	Samil Power	N/A
Module Warranty Agreement (KCR14 Hetherlea (RF Cannors))	Renesola Jiangsu Ltd	N/A
Inverter Warranty Agreement (KCR14 Hetherlea (RF Cannors))	SMA Solar Technology Ag	N/A
Module Warranty Agreement (KCR15 Bullivant Taranto (Cusher View))	Renesola Jiangsu Ltd	N/A
Inverter Warranty Agreement (KCR15 Bullivant Taranto (Cusher View))	SMA Solar Technology Ag	N/A
Module Warranty Agreement (KCR16 (1) PJN O'Neill)	Renesola Jiangsu Ltd	N/A
Inverter Warranty Agreement (KCR16 (1) PJN O'Neill)	Samil Power	N/A
Module Warranty Agreement (KCR16 (2) Annard Ltd)	Renesola Jiangsu Ltd	N/A
Inverter Warranty Agreement (KCR16 (2) Annard Ltd)	Samil Power	N/A
Module Warranty	Renesola Jiangsu Ltd	N/A

	Agreement (KCR17 Mark Gordon (Samuel Gordon))		
	Inverter Warranty Agreement (KCR17 Mark Gordon (Samuel Gordon))	SMA Solar Technology Ag	N/A
	O&M Contract (an "O&M Agreement")	Moray Power (UK) Limited & Kingspan Energy Limited	24/03/2015
	O&M Deed of Termination (an "O&M Agreement")	Moray Power (UK) Limited & Kingspan Energy Limited	31/03/2017
	New O&M Agreement (an "O&M Agreement")	Moray Power (UK) Limited & ENcome Energy Performance UK Ltd	31/03/2017 Effective from 1/04/2017
	New O&M Guarantee (an "O&M Agreement")	Moray Power (UK) Limited & Encome Energy Performance GMBH	31/03/2017
	Deed of Termination - ROC Trading Services Agreement (an "Offtake Agreement")	Action Renewables Energy Trading Limited & Moray Power (UK) Limited	16/10/2017
	ROC Trading Master Agreement (an "Offtake Agreement")	EDF Energy PLC & Moray Power (UK) Limited	16/10/2017
Moray Domestic (NIROC); Moray Energy Limited	Action Renewables Energy Trading Services Agreement (an "Offtake Agreement")	Action Renewables Energy Trading Limited & Moray Energy Limited	03/12/2015
	Mounting component Warranty Agreement	ALTEC	N/A
	Mounting structure Warranty Agreement	S:FLEX Inc	N/A
	Mounting structure Warranty Agreement	T.Werk GmbH	N/A
	Module Warranty Agreement	CareyGlass	N/A
	Module Warranty Agreement	Renesola Jiangsu Ltd	N/A
	Module Warranty Agreement	Risen	N/A
	Module Warranty Agreement	Sovello	N/A
	Module Warranty Agreement	Trina	N/A
	Module Warranty Agreement	Yingli Green Energy Holding Company Limited	N/A
	Insurance to cover Module performance	Jinko Solar Co Ltd	N/A
	Inverter Warranty Agreement	Danfoss Solar Inverters A/S	N/A
	Inverter Warranty Agreement	Platinum GmbH	N/A
	Warranty Agreement	Power One Renewable	N/A

	program and confirmation of assignment letter	Energy Solutions	
	Inverter Warranty Agreement certificate	Samil Power	N/A
	Factory Warranty Agreement	Samil Power	N/A
	Inverter Warranty Agreement	SMA	N/A
	Inverter Warranty Agreement	Tranergy	N/A
	Inverter Warranty Agreement program (Saliis)	ABB	N/A
	Inverter Warranty Agreement (Saliis)	SMA Solar Technology AG	N/A
	Inverter Warranty Agreement (Saliis)	Tranergy Co Ltd	N/A
	Module Warranty Agreement (Saliis)	CSUN	N/A
	Module Warranty Agreement (Saliis)	Hanwha Q Cells Corp	N/A
	Module Warranty Agreement (Saliis)	JA Solar Holdings Co Ltd	N/A
	Module Warranty Agreement (Saliis)	Jinko Solar Import and Export Co Ltd	N/A
	Module Warranty Agreement (Saliis)	Wuxi Jiacheng Solar Energy Technology Co Ltd	N/A
	Module Warranty Agreement (Saliis)	Risen	N/A
	Mounting structure Warranty Agreement (Saliis)	Mounting Systems GmbH	N/A
	Soventix O&M Agreement (an "O&M Agreement")	Moray Energy Limited & Soventix GmbH	29/11/2015
	Soventix O&M Agreement Variation (an "O&M Agreement")	Moray Energy Limited & Soventix GmbH	31/03/2017 Effective from 01/04/2017
	New Saliis O&M Agreement (an "O&M Agreement")	Moray Energy Limited & Saliis Limited	31/03/2017 Effective from 1/04/2017
	ROC Trading Services Agreement (an "Offtake Agreement")	Action Renewables Energy Trading Limited & Moray Energy Limited	07/10/2016
	Deed of Termination – ROC Trading Services Agreement (an "Offtake Agreement")	Action Renewables Energy Trading Limited & Moray Energy Limited	16/10/2017
	ROC Trading Master Agreement (an "Offtake Agreement")	EDF Energy PLC & Moray Energy Limited	16/10/2017
New Rendy; Newton Solar Energy Limited	Connection Agreement (a "Grid Connection Agreement")	Western Power Distribution (South West) plc & Newton Solar Energy Limited	28/01/2014

	Module Warranty Agreement	Changzhou Trina Solar Energy Co. Ltd	N/A
	Inverter Warranty Agreement	Schneider Electric Espana S.A.	N/A
	Transformer Warranty Agreement	Schneider Electric Espana S.A.	N/A
	Mounting structure Warranty Agreement	MFV Manufacturing S.A.	N/A
	Switchgear Warranty Agreement	EPDL Ormazabal Ltd	N/A
	Switchgear Warranty Agreement	Schneider Electric Espana S.A.	N/A
	O&M Termination Letter (an "O&M Agreement")	Newton Solar Energy Limited & Padero Solaer Limited	21/03/2017
	New O&M Agreement (an "O&M Agreement")	Newton Solar Energy Limited & Padero Solaer Limited	31/03/2017 Effective from 1/04/2017
	New O&M Guarantee (an "O&M Agreement")	Newton Solar Energy Limited & Bosques Solares SL and Padero Solar Limited	31/03/2017
	PPA (an "Offtake Agreement")	Newton Solar Energy Limited & Statkraft Markets GmbH	29/03/2017
	PPA Guarantee (an "Offtake Agreement")	Newton Solar Energy Limited & Statkraft AS	29/03/2017
	EPC Agreement (an "EPC Agreement")	Newton Solar Energy Limited & Bosques Solares SL & Padero Solaer Limited	12/11/2013
	Lease	(1) Walter Harry Charles Inder and Rosemary Ellen Inder and (2) TGC Solar 92 Limited	21 October 2013 assigned to Newton Solar Energy Limited on 12 November 2013
Newry; KPP141 Limited	Action Renewables Energy Trading Services Agreement (an "Offtake Agreement")	Action Renewables Energy Trading Limited & KPP141 Limited	19/01/2015
	Module Warranty Agreement	Yingli Green Energy Holding Company Limited	N/A
	Inverter Warranty Agreement	Fronius	N/A
	Mounting structure Warranty Agreement	Schletter	N/A
	Switchgear Warranty Agreement	Schneider	N/A
	O&M Agreement (an "O&M Agreement")	KPP141 Limited & Kingspan Energy Limited	19/01/2015
	O&M Guarantee (an "O&M Agreement")	KPP141 Limited & Kingspan Limited	19/01/2015
	O&M Deed of Termination (an "O&M Agreement")	KPP141 Limited & Kingspan Energy	31/03/2017

	Limited	
New O&M Agreement (an "O&M Agreement")	KPP141 Limited & ENcome Energy Performance UK Ltd	31/03/2017 Effective from later of 18/08/17 or date of issue of FAC under the EPC Contract.
O&M Guarantee (an "O&M Agreement")	KPP141 Limited & ENcome Energy Performance GMBH	31/03/2017
EPC Agreement (an "EPC Agreement")	KPP141 Limited & Kingspan Energy Limited	16/01/2015
EPC Guarantee (an "EPC Agreement")	KPP141 Limited & Kingspan Limited	19/01/2015
ROC Trading Services Agreement (an "Offtake Agreement")	Action Renewables Energy Trading Limited & KPP141 Limited	08/03/2017
Deed of Termination - ROC Trading Services Agreement (an "Offtake Agreement")	Action Renewables Energy Trading Limited & KPP141 Limited	16/10/2017
ROC Trading Master Agreement (an "Offtake Agreement")	EDF Energy PLC & KPP141 Limited	16/10/2017
NIHE; York NIHE Limited	O&M Contract (an "O&M Agreement")	York NIHE Limited & Saliis Limited 05/11/2015
	O&M Contract Variation (an "O&M Agreement")	York NIHE Limited & Saliis Limited 31/03/2017 Effective from 01/04/2017
	EPC Contract (an "EPC Agreement")	York NIHE Limited & Saliis Limited 09/10/2015
	Module Warranty	CSUN N/A
	Module Warranty	Hanwha Q Cells Corp N/A
	Module Warranty	JA Solar Holdings Co Ltd N/A
	Module Warranty	Jinko Solar Import and Export Co. Ltd N/A
	Module Warranty	Wuxi Jiacheng Solar Energy Technology Co Ltd N/A
	Module Warranty	Risen N/A
	Inverter Warranty	SMA Solar Technology AG N/A
	Inverter Warranty	ABB N/A
	Inverter Warranty	Tranergy Co Ltd N/A
	Mounting structure Warranty	Mounting Systems GmbH N/A
	Action Renewables Energy Trading Services Agreement	Action Renewables Energy Trading Limited & York NIHE Limited 03/12/2015
	ROC Trading Services Agreement (an "Offtake Agreement")	Action Renewables Energy Trading Limited & York NIHE Limited 07/10/2016
	Deed of Termination -	Action Renewables 16/10/2017

	ROC Trading Services Agreement (an "Offtake Agreement")	Energy Trading Limited & York NIHE Limited	
	ROC Trading Master Agreement (an "Offtake Agreement")	EDF Energy PLC & York NIHE Limited	16/10/2017
	Agency Agreement for Power Sales	Action Renewables Energy Trading Limited & York NIHE Limited	07/10/2016
	ARET Services Agreement for the Annual Verification, Collation and Submission of Output Data to Ofgem	Action Renewables Energy Trading Limited & York NIHE Limited	Not dated
Oakfield; TGC Solar Oakfield Limited	O&M Termination Letter (an "O&M Agreement")	TGC Solar Oakfield Limited & Padero Solaer Limited	29/03/2017
	New O&M Contract (an "O&M Agreement")	TGC Solar Oakfield Limited & Padero Solaer Limited	31/03/2017
	New O&M Guarantee (an "O&M Agreement")	TGC Solar Oakfield Limited & Bosques Solares SL	31/03/2017
	PPA (an "Offtake Agreement")	TGC Solar Oakfield Limited & Statkraft Markets GmbH	29/03/2017
	PPA Guarantee (an "Offtake Agreement")	TGC Solar Oakfield Limited & Statkraft AS	29/03/2017
	EPC Contract (an "EPC Agreement")	TGC Solar Oakfield Limited & Padero Solaer Ltd and Bosques Solares SL and Padero Solar Limited	02/10/2015
	Connection Agreement (a "Grid Connection Agreement")	Southern Electric Power Distribution PLC & TGC Solar Oakfield Limited	29/09/2015
	Module Warranty	Jinko Solar Co. Ltd.	N/A
	Inverter Warranty	In Freesun's name and Power Electronics as warrantor	N/A
	transformer Warranty	Ormazabal	N/A
	Mounting structure Warranty	MFV Manufacturing S.A.	N/A
	Switchgear Warranty	Lucy Electrics Limited	N/A
	Switchgear Warranty	Ormazabal	N/A
	Switchgear Warranty	Power Electronics	N/A
Portadown; KPP141 Limited	Action Renewables Energy Trading Services Agreement (an "Offtake Agreement")	Action Renewables Energy Trading Limited & KPP141 Limited	19/01/2015
	Module Warranty Agreement	Yingli Green Energy Holding Company Limited	N/A
	Mounting structure Warranty Agreement	Avasco	N/A
	Switchgear Warranty	ComAp	N/A

Red Court; Ridgeway Solar Energy Limited	Agreement		
	O&M Agreement (an "O&M Agreement")	KPP141 Limited & Kingspan Energy Limited	19/01/2015
	O&M Guarantee (an "O&M Agreement")	KPP141 Limited & Kingspan Limited	19/01/2015
	O&M Deed of Termination (an "O&M Agreement")	KPP141 Limited and Kingspan Energy Limited	31/03/2017
	New O&M Agreement (an "O&M Agreement")	KPP141 Limited & ENcome Energy Performance UK Ltd	31/03/2017
	New O&M Guarantee (an "O&M Agreement")	KPP141 Limited & ENcome Energy Performance GMBH	31/03/2017
	EPC Agreement (an "EPC Agreement")	KPP141 & Kingspan Energy Limited	16/01/2015
	EPC Guarantee (an "EPC Agreement")	KPP141 & Kingspan Limited	19/01/2015
	Module Warranty	Yingli Green Energy Holding Company Limited	N/A
	Mounting structure Warranty	Avasco	N/A
	Switchgear Warranty	ComAp	N/A
	ROC Purchase Agreement (an "Offtake Agreement")	Statkraft Markets GmbH and KPP141 Limited	29/03/2017
	ROC Purchase Agreement Guarantee (an "Offtake Agreement")	Statkraft AS and KPP 141 Limited	29/03/2017
	O&M Termination Letter (an "O&M Agreement")	Ridgeway Solar Energy Limited & Padero Solar Limited	29/03/2017
	New O&M Contract (an "O&M Agreement")	Ridgeway Solar Energy Limited & Padero Solaer Limited	31/03/2017
	New O&M Guarantee (an "O&M Agreement")	Ridgeway Solar Energy Limited & Bosques Solares SL	31/03/2017
	PPA (an "Offtake Agreement")	Ridgeway Solar Energy Limited & Statkraft Markets GmbH	29/03/2017
	PPA Guarantee (an "Offtake Agreement")	Ridgeway Solar Energy Limited & Statkraft AS	29/03/2017
	EPC Contract (an "EPC Agreement")	Ridgeway Solar Energy Limited & Padero Solaer Ltd and Bosques Solares SL and Padero Solar Limited	01/05/2015
	Connection Agreement (a "Grid Connection Agreement")	Western Power Distribution (South Wales) Plc & Ridgeway Solar Energy Limited	16/10/2015
	Module Warranty	Jinko Solar Ltd.	N/A
	Inverter Warranty	Power Electronics	N/A
	transformer Warranty	Ormazabal	N/A

	Mounting structure Warranty	MFV Solar	N/A
	switchgear Warranty	Ormazabal	N/A
Redbridge; Greenacre Redbridge Limited	Connection Agreement (a "Grid Connection Agreement")	Southern Electric Power Distribution Plc & Greenacre Redbridge Limited	25/11/2013
	Module Warranty Agreement	Yingli Green Energy Holding Company Limited	N/A
	Transformer Warranty Agreement	SMA Solar Technology AG	N/A
	Inverter Warranty Agreement	SMA Solar Technology AG	N/A
	Mounting structure Warranty Agreement	C.W.F GmbH	N/A
	O&M Agreement (an "O&M Agreement")	Greenacre Redbridge Limited & ENcome Energy Performance UK Ltd	31/03/2017 Effective from 18/11/2016
	O&M Guarantee (an "O&M Agreement")	Greenacre Redbridge Limited & ENcome Energy Performance GmbH	31/03/2017
	PPA (an "Offtake Agreement")	Greenacre Redbridge Limited & Statkraft Markets GmbH	29/03/2017
	PPA Guarantee (an "Offtake Agreement")	Greenacre Redbridge Limited & Statkraft AS	29/03/2017
	EPC Agreement	Greenacre Redbridge Limited & Goldbeck Construction Limited	14/06/2013
	Lease	Egdon Developments Limited and (2) Adiant ASO Redbridge Limited	19 July 2013
ROC Solar (NIROC); ROC Solar (UK) Limited	Agency Agreement for Power Sales (an "Offtake Agreement")	Action Renewables Energy Trading Limited & ROC Solar (UK) Limited	07/10/2016
	ROC Trading Services Agreement (an "Offtake Agreement")	Action Renewables Energy Trading Limited & ROC Solar (UK) Limited	07/10/2016
	Inverter Warranty Agreement	Danfoss Solar Inverters A/S	N/A
	Inverter Warranty Agreement	Platinum GmbH	N/A
	Inverter Warranty Agreement program	Power One Renewable Energy Solutions	N/A
	Inverter Warranty Agreement certificate	Samil Power	N/A
	Inverter Warranty Agreement	SMA	N/A
	Inverter Warranty Agreement document	Fronius	N/A
	Inverter Warranty	Tranergy	N/A

	Agreement		
	Module Warranty Agreement	CareyGlass Solar	N/A
	Module Warranty Agreement	Renesola Jiangsu Ltd	N/A
	Module Warranty Agreement	Risen	N/A
	Module Warranty Agreement	Sovello	N/A
	Module Warranty Agreement	Trina	N/A
	Module Warranty Agreement	Yingli Green Energy Holding Company Limited	N/A
	Specialising insurance to cover Module performance	Jinko Solar Co Ltd	N/A
	Mounting component Warranty Agreement	ALTEC Solartechnik AG	N/A
	Mounting structure Warranty Agreement	S.FLEX Inc	N/A
	Mounting structure Warranty Agreement	T.Werk GmbH	N/A
	O&M Agreement (an "O&M Agreement")	ROC Solar (UK) Limited & Soventix GmbH	07/03/2013 as amended by amendment letter dated 17/06/2015
	O&M Agreement Variation (an "O&M Agreement")	ROC Solar (UK) Limited & Soventix GmbH	31/03/2017 Effective from 1/04/2017
	Deed of Termination - ROC Trading Services Agreement (an "Offtake Agreement")	Action Renewables Energy Trading Limited & ROC Solar (UK) Limited	16/10/2017
	ROC Trading Master Agreement (an "Offtake Agreement")	EDF Energy PLC & ROC Solar (UK) Limited	16/10/2017
RSPCA; York Renewables Limited	O&M Contract (an "O&M Agreement")	York Renewables Limited & British Gas Heating Limited	05/12/2014
	New O&M Contract (an "O&M Agreement")	York Renewables Limited & Padero Solar Limited	31/03/2017
	New O&M Guarantee (an "O&M Agreement")	York Renewables Limited & Bosques Solares SL	31/03/2017
	PPA (an "Offtake Agreement")	York Renewables Limited & Statkraft Markets GmbH	29/03/2017
	PPA Guarantee (an "Offtake Agreement")	York Renewables Limited & Statkraft AS	29/03/2017
	EPC Contract (an "EPC Agreement")	York Renewables Limited & British Gas New Heating Limited	05/12/2014
	Connection Agreement (a	Western Power	18/03/2015

Selby; KPP 132 Limited	"Grid Connection Agreement")	Distribution (South Wales) plc & York Renewables Limited	
	Module Warranty	Tata Power Solar Systems Limited	N/A
	Inverter Warranty	ABB	N/A
	Mounting structure Warranty	Mounting Systems GmbH	N/A
	Connection Agreement (a "Grid Connection Agreement")	Northern Powergrid (Yorkshire) Plc & Kingspan Insulation Limited	20/03/2014
	Private wire agreement (an "Offtake Agreement")	Kingspan Insulation Limited & KPP 132 Limited	09/09/2014
	Module Warranty Agreement	Yingli Green Energy Holding Company Limited	N/A
	Inverter Warranty Agreement	Power One	N/A
	Inverter Warranty Agreement	Power One	N/A
	Mounting structure Warranty Agreement	Avasco Solartop	N/A
	Mounting structure Warranty Agreement	Kingspan Energy	N/A
	Mounting structure Warranty Agreement	Schletter	N/A
	Switchgear Warranty Agreement	ComAp	N/A
	O&M Agreement (an "O&M Agreement")	KPP132 Limited & Kingspan Energy Limited	05/09/2014
	O&M Guarantee (an "O&M Agreement")	KPP132 Limited & Kingspan Limited	05/09/2014
	O&M Deed of Termination (an "O&M Agreement")	KPP132 Limited & Kingspan Limited	31/03/2017
	New O&M Agreement (an "O&M Agreement")	KPP132 Limited & ENcome Energy Performance UK Ltd	31/03/2017 Effective from latest of 28/09/2017 or FAC under EPC Agreement
	New O&M Guarantee (an "O&M Agreement")	KPP132 Limited & ENcome Energy Performance GMBH	31/03/2017
	PPA (an "Offtake Agreement")	KPP132 Limited & Statkraft Markets GmbH	29/03/2017
	PPA Guarantee (an "Offtake Agreement")	KPP132 Limited & Statkraft AS	29/03/2017
	EPC Agreement (an "EPC Agreement")	KPP132 Limited & Kingspan Energy Limited	05/09/2014
	EPC Guarantee (an "EPC Agreement")	KPP 132 Limited & Kingspan Limited	05/09/2014

	Lease	(1) Kingspan Insulation Limited and (2) KPP132 Limited	28 August 2014
Sutton Bridge; Abercomyn Solar Limited	O&M Termination Letter (an "O&M Agreement")	Abercomyn Solar Limited & Padero Solaer Limited	29/03/2017
	New O&M Contract (an "O&M Agreement")	Abercomyn Solar Limited & Padero Solaer Limited	31/03/2017
	New O&M Guarantee (an "O&M Agreement")	Abercomyn Solar Limited & Bosques Solares SL and Padero Solar Limited	31/03/2017
	PPA (an "Offtake Agreement")	Abercomyn Solar Limited & Statkraft Markets GmbH	29/03/2017
	PPA Guarantee (an "Offtake Agreement")	Abercomyn Solar Limited & Statkraft AS	29/03/2017
	EPC Contract (an "EPC Agreement")	Abercomyn Solar Limited & Bosques Solares SL & Padero Solar Limited & Padero Solaer Limited	10/09/2014
	Connection Agreement (a "Grid Connection Agreement")	Southend Electric Power Distribution PLC & Abercomyn Solar Limited	02/12/2014
	Module Warranty	Canadian Solar	N/A
	Inverter Warranty	Power Electronics	N/A
	Transformer Warranty	Construcciones Electricas JARA, S.A.	N/A
	Mounting structure Warranty	MFV Manufacturing S.A.	N/A
Taunton; KPP141 Limited	Connection Agreement (a "Grid Connection Agreement")	Western Power Distribution (South West) Plc & Kingspan Insulated Panels Ltd	14/03/2014
	Novation Agreement (a "Grid Connection Agreement")	Western Power Distribution (South West) Plc, Kingspan Limited and Kingspan Environmental Ltd	29/06/2017
	Private wire agreement (an "Offtake Agreement")	KPP141 Limited & Kingspan Insulated Panels Ltd	22/01/2015
	Module Warranty Agreement	Yingli Green Energy Holding Company Limited	N/A
	Mounting structure Warranty Agreement	Avasco	N/A
	Switchgear Warranty Agreement	ComAp	N/A
	O&M Agreement (an "O&M Agreement")	KPP141 Limited & Kingspan Energy Limited	19/01/2015
	O&M Guarantee (an "O&M Agreement")	KPP141 Limited & Kingspan Limited	19/01/2015

	O&M Deed of Termination (an "O&M Agreement")	KPP141 Limited & Kingspan Energy Limited	31/03/2017
	New O&M Agreement (an "O&M Agreement")	KPP141 Limited & ENcome Energy Performance UK Ltd	31/03/2017 Effective from later of 15/10/17 or date of issue of FAC under EPC Agreement
	New O&M Guarantee (an "O&M Agreement")	KPP141 Limited & ENcome Energy Performance GMBH	31/03/2017
	PPA (an "Offtake Agreement")	KPP141 Limited & Statkraft Markets GmbH	29/03/2017
	PPA Guarantee (an "Offtake Agreement")	KPP141 Limited & Statkraft AS	29/03/2017
	EPC Agreement (an "EPC Agreement")	KPP141 & Kingspan Energy Limited	16/01/2015
	EPC Guarantee (an "EPC Agreement")	KPP141 & Kingspan Limited	19/01/2015
	Lease	(1) Kingspan Environmental Limited and (2) KPP141 Limited	22/01/2015
Triumph NIROC Portfolio; Triumph Renewable Energy Limited	Agency Agreement for Power Sales (an "Offtake Agreement")	Action Renewables Energy Trading Limited & Triumph Renewable Energy Limited	07/10/2016
	ROC Trading Services Agreement (an "Offtake Agreement")	Action Renewables Energy Trading Limited & Triumph Renewable Energy Limited	07/10/2016
	Module Warranty Agreement in the form of an insurance policy from Powerguard (Saliis)	CSUN	N/A
	Module Warranty Agreement (Saliis)	Hanwha Q Cells Corp	N/A
	Module Warranty Agreement (Saliis)	JA Solar Holdings Co Ltd	N/A
	Module Warranty Agreement (Saliis)	Jinko Solar Import and Export Co., Ltd.	N/A
	Module Warranty Agreement (Saliis)	Wuxi Jiacheng Solar Energy Technology Co., Ltd	N/A
	Module Warranty Agreement (Saliis)	Risen	N/A
	Inverter Warranty Agreement (Saliis)	SMA Solar Technology AG	N/A
	Inverter Warranty Agreement (Saliis)	ABB	N/A
	Inverter Warranty Agreement (Saliis)	Tranergy Co., Ltd.	N/A
	Mounting structure Warranty Agreement (Saliis)	Mounting Systems GmbH	N/A
	Mounting structure Warranty Agreement	ALTEC Solartechnik AG	N/A

	(Soventix)		
	Mounting structure Warranty Agreement (Soventix)	S:FLEX	N/A
	Mounting structure Warranty Agreement (Soventix)	T.Werk GmbH	N/A
	Module Warranty Agreement (Soventix)	CareyGlass Solar	N/A
	Module Warranty Agreement (Soventix)	Renesola Jiangsu Ltd	N/A
	Module Warranty Agreement (Soventix)	Risen	N/A
	Module Warranty Agreement (Soventix)	Sovello	N/A
	Module Warranty Agreement (Soventix)	Trina	N/A
	Module Warranty Agreement (Soventix)	Yingli Green Energy Holding Company Limited	N/A
	Module Warranty Agreement in the form of an insurance policy from Powerguard (Soventix)	Jinko Solar Co., Ltd	N/A
	Inverter Warranty Agreement (Soventix)	Danfoss Solar Inverters A/S	N/A
	Inverter Warranty Agreement (Soventix)	Platinum GmbH	N/A
	Inverter Warranty Agreement (Soventix)	Power One Renewable Energy Solutions	N/A
	Inverter Warranty Agreement (Soventix)	Samil Power	N/A
	Inverter Warranty Agreement (Soventix)	SMA	N/A
	Inverter Warranty Agreement (Soventix)	Fronius	N/A
	Inverter Warranty Agreement (Soventix)	Tranergy	N/A
	Soventix O&M Agreement (an "O&M Agreement")	Triumph Renewable Energy Limited & Soventix GmbH	16/10/2015
	Soventix O&M Agreement Variation (an "O&M Agreement")	Triumph Renewable Energy Limited & Soventix GmbH	31/03/2017 Effective from 01/04/2017
	New Saliis O&M Agreement (an "O&M Agreement")	Triumph Renewable Energy Limited & Saliis Limited	31/03/2017 Effective from 01/04/2017
	Deed of Termination - ROC Trading Services Agreement (an "Offtake Agreement")	Action Renewables Energy Trading Limited & Triumph Renewable Energy Limited	16/10/2017
	ROC Trading Master Agreement (an "Offtake Agreement")	EDF Energy PLC & Triumph Renewable Energy Limited	16/10/2017
NIROC; Wakehurst	Soventix O&M Contract (an "O&M Agreement")	Wakehurst Renewable Energy Limited & Saliis	16/10/2015

Renewable Energy Limited		Limited & Soventix GmbH	
	Soventix O&M Contract Variation (an "O&M Agreement")	Wakehurst Renewable Energy Limited & Saliis Limited & Soventix GmbH	31/03/2017
	Saliis O&M Contract (an "O&M Agreement")	Wakehurst Renewable Energy Limited & Saliis Limited & Saliis Limited	10/04/2015
	Saliis O&M Contract Variation (an "O&M Agreement")	Wakehurst Renewable Energy Limited & Saliis Limited & Saliis Limited	31/03/2017
	Agency Agreement for Power Sales	Action Renewables Energy Trading Limited & Wakehurst Renewable Energy Limited	07/10/2016
	Action Renewables Energy Trading Services Agreement	Action Renewables Energy Trading Limited & Wakehurst Renewable Energy Limited	03/12/2015
	ROC Trading Services Agreement (an "Offtake Agreement")	Action Renewables Energy Trading Limited & Wakehurst Renewable Energy Limited	07/10/2016
	Deed of Termination - ROC Trading Services Agreement (an "Offtake Agreement")	Action Renewables Energy Trading Limited & Wakehurst Renewable Energy Limited	16/10/2016
	ROC Trading Master Agreement (an "Offtake Agreement")	EDF Energy PLC & Wakehurst Renewable Energy Limited	16/10/2016
	ARET Services Agreement for the Annual Verification, Collation and Submission of Output Data to Ofgem	Action Renewables Energy Trading Limited & Wakehurst Renewable Energy Limited	Not dated
	Module Warranty in the form of an insurance policy from Powerguard (Saliis)	CSUN	N/A
	Module Warranty (Saliis)	Hanwha Q Cells Corp	N/A
	Module Warranty (Saliis)	JA Solar Holdings Co Ltd	N/A
	Module Warranty (Saliis)	Jinko Solar Import and Export Co., Ltd.	N/A
	Module Warranty (Saliis)	Wuxi Jiacheng Solar Energy Technology Co., Ltd	N/A
	Module Warranty (Saliis)	Risen	N/A
	Inverter Warranty (Saliis)	SMA Solar Technology AG	N/A
	Inverter Warranty (Saliis)	ABB	N/A
	Inverter Warranty (Saliis)	Tranergy Co., Ltd.	N/A
	Mounting structure (Saliis)	Mounting Systems GmbH	N/A

Mounting structure (Soventix)	ALTEC Solartechnik AG	N/A
Mounting structure (Soventix)	S:FLEX	N/A
Mounting structure (Soventix)	T.Werk GmbH	N/A
Module Warranty (Soventix)	CareyGlass Solar	N/A
Module Warranty (Soventix)	Renesola Jiangsu Ltd	N/A
Module Warranty (Soventix)	Risen	N/A
Module Warranty (Soventix)	Sovello	N/A
Module Warranty (Soventix)	Trina	N/A
Module Warranty (Soventix)	Yingli Green Energy Holding Company Limited	N/A
Module Warranty in the form of an insurance policy from Powerguard (Soventix)	Jinko Solar Co., Ltd	N/A
Inverter Warranty (Soventix)	Danfoss Solar Inverters A/S	N/A
Inverter Warranty (Soventix)	Platinum GmbH	N/A
Inverter Warranty (Soventix)	Power One Renewable Energy Solutions	N/A
Inverter Warranty (Soventix)	Samil Power	N/A
Inverter Warranty (Soventix)	SMA	N/A
Inverter Warranty (Soventix)	Fronius	N/A
Inverter Warranty (Soventix)	Tranergy	N/A

Part BIntragroup Loans

Lender	Borrower	Date	Amount (£)
ROC Solar (UK) Limited	Solar Finco 1 Limited	On or around the date of this Deed	[Intentionally left blank, as amounts will accrue]
Moray Power (UK) Limited	Solar Finco 1 Limited	On or around the date of this Deed	[Intentionally left blank, as amounts will accrue]
KPP132 Limited	Solar Finco 1 Limited	On or around the date of this Deed	[Intentionally left blank, as amounts will accrue]
Moray Energy Limited	Solar Finco 1 Limited	On or around the date of this Deed	[Intentionally left blank, as amounts will accrue]
Andover Airfield Solar Developments Limited	Solar Finco 1 Limited	On or around the date of this Deed	[Intentionally left blank, as amounts will accrue]
Newton Solar Energy Limited	Solar Finco 1 Limited	On or around the date of this Deed	[Intentionally left blank, as amounts will accrue]
Greenacre Redbridge Limited	Solar Finco 1 Limited	On or around the date of this Deed	[Intentionally left blank, as amounts will accrue]
Beeston Solar Energy Limited	Solar Finco 1 Limited	On or around the date of this Deed	[Intentionally left blank, as amounts will accrue]
Triumph Renewable Energy Limited	Solar Finco 1 Limited	On or around the date of this Deed	[Intentionally left blank, as amounts will accrue]
KPP141 Limited	Solar Finco 1 Limited	On or around the date of this Deed	[Intentionally left blank, as amounts will accrue]
Emerald Isle Solar Energy Limited	Solar Finco 1 Limited	On or around the date of this Deed	[Intentionally left blank, as amounts will accrue]
York Renewables Limited	Solar Finco 1 Limited	On or around the date of this Deed	[Intentionally left blank, as amounts will accrue]
York NIHE Limited	Solar Finco 1 Limited	On or around the date of this Deed	[Intentionally left blank, as amounts will accrue]

Voltaise (UK) Limited	Solar Finco 1 Limited	On or around the date of this Deed	[Intentionally left blank, as amounts will accrue]
Bourne Park Solar Limited	Solar Finco 1 Limited	On or around the date of this Deed	[Intentionally left blank, as amounts will accrue]
Ridgeway Solar Energy Limited	Solar Finco 1 Limited	On or around the date of this Deed	[Intentionally left blank, as amounts will accrue]
TGC Solar Oakfield Limited	Solar Finco 1 Limited	On or around the date of this Deed	[Intentionally left blank, as amounts will accrue]
Brookside Solar Limited	Solar Finco 1 Limited	On or around the date of this Deed	[Intentionally left blank, as amounts will accrue]
Abercomyn Solar Limited	Solar Finco 1 Limited	On or around the date of this Deed	[Intentionally left blank, as amounts will accrue]
Hulse Renewable Energy Limited	Solar Finco 1 Limited	On or around the date of this Deed	[Intentionally left blank, as amounts will accrue]
Heulwen Solar Limited	Solar Finco 1 Limited	On or around the date of this Deed	[Intentionally left blank, as amounts will accrue]
Wakehurst Renewables Limited	Solar Finco 1 Limited	On or around the date of this Deed	[Intentionally left blank, as amounts will accrue]
Wakehurst Renewable Energy Limited	Solar Finco 1 Limited	On or around the date of this Deed	[Intentionally left blank, as amounts will accrue]
Solar Finco 1 Limited	ROC Solar (UK) Limited	On or around the date of this Deed	£
Solar Finco 1 Limited	Newton Solar Energy Limited	On or around the date of this Deed	£
Solar Finco 1 Limited	Greenacre Redbridge Limited	On or around the date of this Deed	£
Solar Finco 1 Limited	Beeston Solar Energy Limited	On or around the date of this Deed	£
Solar Finco 1 Limited	Abercomyn Solar Limited	On or around the date of this Deed	£
Solar Finco 1 Limited	Voltaise (UK) Limited	On or around the date of this Deed	£
Solar Finco 1 Limited	Heulwen Solar	On or around the date of this Deed	£

	Limited		
Solar Finco 1 Limited	Brookside Solar Limited	On or around the date of this Deed	E
Solar Finco 1 Limited	TGC Solar Oakfield Limited	On or around the date of this Deed	E
Solar Finco 1 Limited	Ridgeway Solar Energy Limited	On or around the date of this Deed	E
Solar Finco 1 Limited	Bourne Park Solar Limited	On or around the date of this Deed	E
Solar Finco 1 Limited	York NIHE Limited	On or around the date of this Deed	E
Appleton Renewable Energy Limited	Andover Airfield Solar Developments Limited	22 September 2015	
Appleton Renewables Limited	Andover Airfield Solar Developments Limited	1 April 2013	
Appleton Renewables Limited	Appleton Renewable Energy Limited	19 March 2013	
Andover Airfield Solar Developments Limited	Appleton Renewable Energy Limited	1 April 2014	
Greenacre Solar Limited	Greenacre Redbridge Limited	14 April 2014	
Greenacre Redbridge Limited	Greenacre Solar Energy Limited	Undocumented	
Greenacre Solar Limited	Greenacre Solar Energy Limited	19 March 2013	
Greenacre Redbridge Limited	Greenacre Solar Energy Limited	Undocumented	
Moray Power Limited	Moray Power (UK) Limited	5 February 2013	
KPP132 Limited	Moray Energy Limited	Undocumented	
Moray Power (UK) Limited	Moray Energy Limited	Undocumented	
Moray Power (UK) Limited	KPP132 Limited	Undocumented	
KPP132 Limited	Moray Power (UK) Limited	Undocumented	

Triumph Solar Limited	Triumph Solar Energy Limited	10 May 2013	
KPP141 Limited	Triumph Renewable Energy Limited	Undocumented	
Triumph Solar Energy Limited	Triumph Renewable Energy Limited	11 March 2015	
Triumph Solar Energy Limited	KPP141 Limited	22 September 2015	
KPP141 Limited	Triumph Solar Energy Limited	Undocumented	
Beeston Solar Limited	Beeston Solar Energy Limited	10 May 2013	
Newton Solar Limited	Newton Solar Energy Limited	4 April 2013	
ROC Solar Limited	ROC Solar (UK) Limited	16 October 2012	

and any further intragroup loans as entered into from time to time.

Schedule 4

Insurance Policies

N/A

Schedule 5**The Shares**

<u>Issued To</u>	<u>Issued By</u>	<u>Number of Shares</u>	<u>Type and Denomination of Shares</u>
ROC Solar Limited (Registered Number: 08192174)	ROC Solar (UK) Limited (Registered Number: 08192238)	1 (One)	Ordinary Share of £0.01 each
Moray Power Limited (Registered Number: 08255180)	Moray Power (UK) Limited (Registered Number: 08255178)	100 (One hundred)	Ordinary Shares of £0.01 each
Moray Power Limited (Registered Number: 08255180)	Moray Energy Limited (Registered Number: 09841744)	100 (One hundred)	Ordinary Shares of £0.01 each
Moray Power (UK) Limited (Registered Number: 08255178)	KPP132 Limited (Registered Number: 08780511)	1 (One)	Ordinary Share of £1.00 each
Appleton Renewables Limited (Registered Number: 08304077)	Appleton Renewable Energy Limited (Registered Number: 08304097)	100 (One hundred)	Ordinary Shares of £0.01 each
Appleton Renewable Energy Limited (Registered Number: 08304097)	Andover Airfield Solar Developments Limited (Registered Number: 08346019)	100 (One hundred)	Ordinary Shares of £0.10 each
Newton Solar Limited	Newton Solar Energy	100	Ordinary Shares of

(Registered Number: 08410126)	Limited (Registered Number: 08410648)	(One hundred)	£0.01 each
Greenacre Solar Limited (Registered Number: 08336553)	Greenacre Redbridge Limited (Registered Number: 08464731)	1 (One)	Ordinary Share of £1.00 each
Greenacre Solar Limited (Registered Number: 08336553)	Greenacre Solar Energy Limited (Registered Number: 08336842)	100 (One hundred)	Ordinary Shares of £0.01 each
Beeston Solar Limited (Registered Number: 08426394)	Beeston Solar Energy Limited (Registered Number: 08426702)	100 (One hundred)	Ordinary Shares of £0.01 each
Triumph Solar Limited (Registered Number 08426390)	Triumph Solar Energy Limited (Registered Number: 08426662)	100 (One hundred)	Ordinary Shares of £0.01 each
Triumph Solar Energy Limited (Registered Number: 08426662)	Triumph Renewable Energy Limited (Registered Number: 09484597)	100 (One hundred)	Ordinary Shares of £0.01 each
Triumph Solar Energy Limited (Registered Number: 08426662)	KPP141 Limited (Registered Number: 09071766)	1 (One)	Ordinary Share of £1.00 each

Emerald Isle Solar Limited (Registered Number: 08409356)	Emerald Isle Solar Energy Limited (Registered Number: 08409523)	100 (One Hundred)	Ordinary Shares of £0.01 each
York Renewables Limited (Registered Number: 08433585)	York NIHE Limited (Registered Number: 09771037)	100 (One Hundred)	Ordinary Shares of £0.01 each
York Renewables Limited (Registered Number: 08433585)	York Renewable Energy Limited (Registered Number: 08434166)	100 (One Hundred)	Ordinary Shares of £0.01 each
Voltaise Limited (Registered Number: 08406007)	Voltaise (UK) Limited (Registered Number: 08405943)	100 (One Hundred)	Ordinary Shares of £0.01 each
Penarth Energy Limited (Registered Number: 08785231)	Bourne Park Solar Limited (Registered Number: 08645695)	60 (Sixty)	Ordinary Shares of £1.00 each
Ridgeway Solar Limited (Registered Number: 08773658)	Ridgeway Solar Energy Limited (Registered Number: 08774029)	100 (One Hundred)	Ordinary Shares of £0.01 each
Ridgeway Solar Limited (Registered Number: 08773658)	TGC Solar Oakfield Limited (Registered Number: 08407537)	1 (One)	Ordinary Shares of £1.00 each
Hulse Energy Limited (Registered Number: 08871790)	Hulse Renewable Energy Limited (Registered Number: 09484662)	100 (One Hundred)	Ordinary Shares of £0.01 each

Wakehurst Renewables Limited (Registered Number: 08859291)	Wakehurst Renewable Energy Limited (Registered Number: 09484426)	100 (One Hundred)	Ordinary Shares of £0.01 each
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and any further shares substitute or added by simple written instruction of any of the Obligors or owned by any of the Obligors in respect of each company detailed in the column "Issued by" above, from time to time.

Schedule 6**Accounts**

Account Holder	Account Name	Account Number	Sort Code
ROC Solar (UK) Limited	Operating Account	██████2451	40-35-34
Moray Power (UK) Limited	Operating Account	██████5788	40-35-34
KPP132 Limited	Operating Account	██████8985	40-05-20
Moray Energy Limited	Operating Account	██████1687	40-35-34
Appleton Renewables Energy Limited	Operating Account	██████3921	40-35-34
Andover Airfield Solar Developments Limited	Operating Account	██████6306	40-35-34
Newton Solar Energy Limited	Operating Account	██████7927	40-35-34
Greenacre Redbridge Limited	Operating Account	██████3171	40-35-34
Greenacre Solar Energy Limited	Operating Account	██████3344	40-35-34
Beeston Solar Energy Limited	Operating Account	██████6217	40-35-34
Triumph Solar Energy Limited	Operating Account	██████6454	40-35-34
Triumph Renewable Energy Limited	Operating Account	██████4596	40-35-34
KPP141 Limited	Operating Account	<div style="display: inline-block; vertical-align: middle;"> <div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block;">BS</div> <div style="display: inline-block; vertical-align: middle;"> ██████4516 ██████3 284 </div> </div>	40-35-34
Emerald Isle Solar	Operating Account	██████3417	40-35-34

Energy Limited			
York Renewables Limited	Operating Account	2445	40-35-34
York NIHE Limited	Operating Account	5851	40-35-34
Voltaise (UK) Limited	Operating Account	6297	40-35-34
Bourne Park Solar Limited	Operating Account	3997	40-06-02
Ridgeway Solar Energy Limited	Operating Account	3306	40-35-34
TGC Solar Oakfield Limited	Operating Account	3913	40-35-34
Brookside Solar Limited	Operating Account	5838	40-35-34
Abercomryn Solar Limited	Operating Account	6087	40-35-34
Hulse Renewable Energy Limited	Operating Account	4545	40-35-34
Heulwen Solar Limited	Operating Account	6141	40-35-34
Wakehurst Renewables Limited	Operating Account	3385	40-35-34
Wakehurst Renewable Energy Limited	Operating Account	3233	40-35-34

Schedule 7**Notice and acknowledgement – Key Contracts****Part A****Form of Notice**

To: [Name of counterparty to Agreement]

From: [Name of Obligor] (the "**Obligor**")

And [●] as **Security Agent** (as agent and trustee for the Secured Parties)

Date: [●]

Dear Sirs

NOTICE OF ASSIGNMENT

We refer to the [*describe agreement(s)*] made between ourselves and you on [*date*] [for the provision of [*briefly describe agreement if necessary*] (the "**Specified Agreement**")].

We hereby give you notice that pursuant to a debenture dated [●], and made between, [amongst others] ourselves and [Aviva] as Security Agent (as agent and trustee for the Secured Parties) (such debenture, as it may from time to time be amended, assigned, novated or supplemented, being below called the "**Debenture**"), we have assigned and charged and agreed to assign and charge, to the Security Agent (as agent and trustee for the Secured Parties), all our rights, title, interest and benefit, present and future, under, to and in the Specified Agreement.

Words and expressions defined in the Debenture shall have the same meaning when used in this Notice.

Please note the following:

- 1 We shall at all times remain solely liable to you for the performance of all of the obligations assumed by us under or in respect of the Specified Agreement. Neither the Security Agent nor any of the Secured Parties will be under any liability or obligation of any kind in the event of any breach or failure by us to perform any obligation under the Specified Agreement;
- 2 We irrevocably and unconditionally instruct you to pay the full amount of any sum which you are (or would, but for the Debenture, be) at any time obliged to pay to us under or in respect of the Specified Agreement as follows:

- 2.1 unless and until the Security Agent gives you notice that an Event of Default has occurred and is continuing, in accordance with our instructions; and
- 2.2 at any time after the Security Agent gives you notice that an Event of Default has occurred and is continuing, to such bank account or otherwise as the Security Agent may from time to time direct.

The Security Agent has agreed that, notwithstanding the Debenture, we remain entitled to exercise all of the rights, powers, discretions and remedies which would (but for the Debenture) be vested in us under and in respect of the Specified Agreement unless and except to the extent that the Security Agent gives you notice that an Event of Default has occurred and is continuing. Upon and after the giving of any such notice, the Security Agent shall be entitled to exercise and give directions regarding the exercise of all or any of those rights, powers, discretions and remedies (to the exclusion of us and to the exclusion of any directions given at any time by or on behalf of us) to the extent specified in the notice from the Security Agent.

We have irrevocably and unconditionally appointed the Security Agent to be our attorney to do (among other things) all things which we could do in relation to the Specified Agreement.

We confirm to you that:

- 3 in the event of any conflict between communications received from us and from the Security Agent, you shall treat the communication from the Security Agent as prevailing over the communication from us;
- 4 you are and will at all times be permitted to assume and rely upon the correctness of anything communicated to you by the Security Agent including without limitation statements as to the occurrence of an Event of Default; and none of the instructions, authorisations and confirmations in this notice can be revoked or varied in any way except with the Security Agent's specific prior consent.

This notice and any non-contractual obligations arising out of or in connection with this notice shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice, and confirm your agreement to it, by executing and returning to the Security Agent an original copy of the Form of Acknowledgement attached to this notice of assignment.

Yours faithfully

For and on behalf of **[Obligor]**

Part BForm of Acknowledgement[LETTERHEAD OF COUNTERPARTY TO SPECIFIED AGREEMENT]

To: [Aviva] (Security Agent) (as agent and trustee for the Secured Parties)

Address: [●]

Attn: [●]

To: [Name of Obligor]

Address: [●]

Attn: [●]

Dear Sirs

We acknowledge receipt of the notice dated [●], a copy of which is attached to this letter (the "**Notice**"). Words and expressions defined in the Notice have the same meanings in this letter.

We confirm to you:

- 1 We consent to the assignment of the Specified Agreement and have noted, and will act in accordance with, the terms of that notice.
- 2 We have not previously received notice of any other assignment of the Specified Agreement and we are not aware of any interest of any third party in any of the Obligor's rights, benefits, interests or claims under or in respect of the Specified Agreement [except for [●]].
- 3 We irrevocably and unconditionally agree to pay the full amount of any sum which we are (or would, but for the Debenture, be) at any time obliged to pay under or in respect of the Specified Agreement:
 - (a) unless and until the Security Agent gives us notice that an Event of Default has occurred and is continuing, in accordance with the Obligor's instructions; and
 - (b) at any time after the Security Agent gives us notice that an Event of Default has occurred and is continuing, to such bank account or otherwise as the Security Agent may from time to time direct.
- 4 We will comply with the terms of the Notice.

We acknowledge that the Obligor shall at all times remain solely liable to us for the performance of all of the obligations assumed by it under the Specified Agreement, and that neither the

Security Agent nor any other Secured Party is or will be under any liability or obligation whatever in the event of any breach or failure by the Obligor to perform its obligations under the Specified Agreement.

This letter and any non-contractual obligations arising out of or in connection with this letter shall be governed by and construed in accordance with English law.

Yours faithfully

For and on behalf of [*counterparty to Specified Agreement*]

Schedule 8**Notice and acknowledgement – Insurances****Part A****Form of Notice**

To: [Name of Underwriter]

To: [Name of Insurer]

From: [Name of Obligor] (the "**Obligor**")

And [●] as Security Agent (as agent and trustee for the Secured Parties)

Date: [●]

Dear Sirs

NOTICE OF ASSIGNMENT

We hereby give you notice that pursuant to a debenture dated [●], and made between, [amongst others] ourselves and the Security Agent as agent and trustee for the Secured Parties such debenture, as it may be amended, assigned, novated or supplemented from time to time, (the "**Debenture**"), we have assigned and charged and agreed to assign and charge to the Security Agent as agent and trustee for itself and for the benefit of the Secured Parties all [our/our and all our subsidiaries] rights, title, benefits, interests and claims, present and future, in and to the following insurances (the "**Insurance Contracts**") and all moneys or proceeds of any claims which at any time may be or become due to or received by us under or pursuant to those Insurance Contracts and together with the Insurance Contracts the "**Assigned Property**"):

[Insert details of insurance contracts here]

Words and expressions defined in the Debenture shall, unless otherwise defined herein, have the same meaning in this Notice.

We confirm to you:

We shall at all times remain solely liable to you for the performance of all of the obligations assumed by us under or in respect of the Insurance Contracts (including, without limitation, the payment of all premiums, calls, contributions or other sums from time to time payable in respect of the Insurances).

We irrevocably and unconditionally instruct you to pay all moneys including, without limitation, the proceeds of all claims which at any time may be or would, but for the Debenture, be or

become payable by you to us under or in respect of the Insurance Contracts to the Security Agent (or as it shall direct) as follows:

- 1 unless and until the Security Agent gives you notice that an Event of Default has occurred and is continuing, in accordance with the loss payable Clause contained in the relevant policy(ies) of insurance; and
- 2 at any time after the Security Agent gives you notice that an Event of Default has occurred and is continuing, to such bank account or otherwise as the Security Agent may from time to time direct.

The Security Agent has agreed that, notwithstanding the Debenture, we remain entitled to exercise all the rights, powers, discretions and remedies which would (but for the Debenture) be vested in us under and in respect of the Assigned Property and you should continue to give notices under the Insurance Contracts to us unless and except to the extent that the Security Agent gives you notice that an Event of Default has occurred and is continuing. Upon and after the giving of any such notice, the Security Agent shall be entitled to exercise and give directions regarding the exercise of all or any of those rights, powers, discretions and remedies (to the exclusion of us and to the exclusion of any directions given at any time by or on behalf of us) to the extent specified in the notice from the Security Agent.

We have irrevocably and unconditionally appointed the Security Agent to be our attorney and to do (among other things) all things which we could do in relation to the Assigned Property.

We confirm to you that:

- 1 in the event of any conflict between communications received from us and from the Security Agent, you shall treat the communication from the Security Agent as prevailing over the communication from us; and
- 2 you are and will at all times be permitted to assume and rely upon the correctness of anything communicated to you by the Security Agent including without limitation statements as to the occurrence of an Event of Default; and none of the instructions, authorisations and confirmations in this notice can be revoked or varied in any way except with the Security Agent's specific prior consent.

This notice and any non-contractual obligations arising out of or in connection with this notice shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice and confirm that you will comply with the other provisions of this notice by executing and returning an original copy of the Form of Acknowledgement attached to this Notice to the Security Agent at [address].

Yours faithfully

For and on behalf of **[Obligor]**

Part BForm of acknowledgement

[LETTERHEAD OF UNDERWRITER/INSURANCE COMPANY]

To: [Aviva] (Security Agent) (as agent and trustee for itself and for the Secured Parties)

Address: [●]

Attn: [●]

To: [Name of Obligor]

Address: [●]

Attn: [●]

Dear Sirs

We acknowledge receipt of a Notice of Assignment dated [●], (the "**Notice**"), a copy of which is attached, and agree to be bound by its terms and conditions. Words and expressions defined in the Notice shall have the same meanings in this letter.

In consideration of the Security Agent (acting for itself and the other Secured Parties) approving and continuing to approve the placement of insurances with us from time to time, we undertake and confirm to you:

- 1 [We will ensure that the [interest of the Security Agent] (as assignee of the Assigned Property) is named as co-insured under each of the Insurance Contracts (other than for public liability insurances and third party liability insurances)] [will be duly noted] and endorsed on all slips, cover notes, policy documents and other documents relating to the Insurance Contracts.]
- 2 We agree to ensure and procure that any and all claims, proceeds or other moneys payable under or in respect of the Assigned Property are paid in accordance with the required loss payable provisions in the relevant policy(ies) or otherwise as directed in the Notice.
- 3 We confirm that we have not, as at the date of this letter, received notice that any other person has or will have any right or interest whatsoever in, or has made or will be making any claim or demand or be taking any action against the Assigned Property or any part thereof [except for [●]], and if, after the date hereof, we receive any such notice, we shall immediately give written notice thereof to the Security Agent.

- 4 We confirm that we will not permit the insurance contracts to lapse or attempt to avoid any Insurance Contract or reduce or restrict any insurance cover without giving the Security Agent at least [30] days' prior notice.
- 5 We confirm that as against the Security Agent no Insurance Contract will be rendered void or unenforceable by reason of any act, omission, breach of Warranty or non-disclosure by it or any other person.
- 6 We acknowledge that neither the Security Agent nor any other Secured Party shall at any time be liable for the relevant premiums relating to any Insurance Contract and that the Obligor will remain solely liable for any such premiums.
- 7 We will comply with the terms of the Notice.

This acknowledgment and any non-contractual obligations arising out of or in connection with this acknowledgement shall be governed by and construed in accordance with English law.

Yours faithfully

For and on behalf of [***Name of broker/underwriter/insurance company***]

Schedule 9**Notice and acknowledgement – Bank Accounts****Notice of Security To Account Bank**

To: [] (the **Account Bank**)

[]

From: [] (the **Chargor**)

[]

And: Aviva Public Private Finance Limited (the **Security Agent**)

St Helens, 1 Undershaft, London, EC3P 3DQ

Date 2017

Dear Sirs,

1 We hereby give you notice that, pursuant to a debenture dated 2017 made between the Chargor and the Security Agent (**Debenture**) the Chargor has granted a security interest in the Accounts (as defined below) and assigned (by way of security) the Accounts to the Security Agent.

2 In this notice, the following words and expressions shall, except where the context otherwise requires, have the following meanings:

Accounts means the accounts of the Chargor held with the Account Bank, details of which are set out in the Schedule, and any sub-account or any substituted account (including, without limitation, the Account Balances) and **Account** means any of them.

Account Balances means the all sums at any time and from time to time standing to the credit of any of the Accounts and includes all interest accrued or accruing in the future thereon and any monies of the Chargor held with the Account Bank (however described, designated or numbered) which derive from any of the Accounts or from any sum at any time standing to the credit of any of the Accounts.

3 We irrevocably and unconditionally authorise and instruct you:

(a) to disclose to the Security Agent such information relating to any of the Accounts as it may from time to time require; and

- (b) to pay into the Account interest accruing to that Account and any other amounts payable by you in connection with that Account.
- 4 Without prejudice to and without any waiver of the Security Agent's rights under the Debenture or the instructions set out above and below, the Security Agent hereby authorises you to act in accordance with all proper instructions pursuant to the mandates held by you in respect of the Accounts immediately prior to this notice until the Security Agent gives you written notice revoking the authority of the Chargor to give instructions in respect of the Accounts (**Revocation Notice**) whereupon the Chargor's rights to give instructions and all other rights of the Chargor in respect of any of the Accounts shall cease following which we irrevocably and unconditionally authorise and instruct you (notwithstanding any previous mandate or instructions of any kind which the Chargor may have given to you):
- (a) to hold each of the Accounts to the order of the Security Agent; and
 - (b) to apply any monies standing to the credit of each of the Accounts as directed by the Security Agent and to act on the instructions of the Security Agent (including, without limitation, instructions from the Security Agent directing disposition of funds credited to the Accounts) without any enquiry by you as to the justification or validity of such directions of instructions and not to act on the instructions of the Chargor in relation to any of the Accounts.

The authority contained in this paragraph is subject to paragraphs 6 and 7 below.

- 5 The Security Agent shall, from time to time, provide you with a list of authorised signatories and specimen signatures for the purpose of issuing the Revocation Notice and/or the communication of other instructions, notices or directions by the Security Agent as set out above and you shall be entitled to rely upon the most recent list provided to you.
- 6 We and the Security Agent confirm that:
- (a) you may rely on any notice, instruction, direction, communication or other document or information believed by you to be genuine and correct which has been signed or communicated by the person by whom it purports to be signed and communicated and you shall not be liable for the consequences of such reliance so that you have no obligation whatsoever to verify the facts or matters stated therein as true and correct, including whether the terms of any agreement between the Security Agent and us has been complied with or the making of any enquiry as to whether a security interest has become enforceable;

- (b) to the extent that an instruction for withdrawal from any of the Accounts is given which would in your opinion cause that Account to be overdrawn you shall only transfer the outstanding cleared credit balance in that Account;
 - (c) you shall not be obliged to comply with any instructions received if due to circumstances which are not within your direct control, you are unable to comply with such instruction or to comply with those instructions would breach a court order or be contrary to applicable law or regulation;
 - (d) nothing will deem you to be a trustee or other fiduciary with respect to the Accounts and the relationship of you to us shall be that of banker and accountholder only; and
 - (e) any Revocation Notice and/or any other notice, communication, direction or instruction to be issued pursuant to this notice shall be sent to the following recipients:
 - [Name, position, email]
 - [Name, position, email]
 - [Name, position, email]
 - [Name, position, email]
 - [Name, position, email]
- 7 If the Security Agent incurs any liability in connection with any of the Accounts (including, without limitation, a liability to the Account Bank arising by any Account becoming overdrawn) the Account Bank agrees that it shall not pursue or take action against the Security Agent in relation thereto and the Chargor shall be solely liable therefore.
- 8 This notice may not be varied or revoked without the Security Agent's prior written consent.
- 9 This notice may be executed in any number of counterparts and by each party on a separate counterpart each of which counterparts when so executed and delivered shall be an original but all such counterparts shall together constitute one and the same instrument.
- 10 This notice shall be governed by and construed in accordance with the laws of England and Wales.

Please sign and forward to the Security Agent at St Helens, 1 Undershaft, London, EC3P 3DQ the enclosed form of acknowledgement (for the attention of Loan Service and Banking Team).

Signed for and on behalf of [*Chargor*]

Signature

Print name

Title

Signed for and on behalf of Aviva Public Private Finance Limited

Signature

Print name

Title

SCHEDULE

Current Account Name	Sort Code	Account No.
[]	[]	[]

Acknowledgement

To: [] (the **Chargor**)

[]

And: Aviva Public Private Finance Limited (the **Security Agent**)

St Helens, 1 Undershaft, London, EC3P 3DQ

From: [] (the **Account Bank**)

[]

Date 2017

We hereby acknowledge receipt of a notice (**Notice**) dated 2017 addressed to us by the Chargor and the Security Agent relating to the creation of a security interest in respect of the Accounts. Terms defined in the Notice shall have the same meaning where used herein.

We confirm that:

- 1 We accept the authorisations and instructions contained in the Notice and we undertake to act in accordance and comply with the terms of the Notice.
- 2 To the extent that any of our terms or conditions applicable to the Accounts which would prevent the security interests contemplated by the Debenture taking effect over the Accounts we hereby waive and disapply such terms and conditions.
- 3 We have neither claimed or exercised nor will claim or exercise any security interest, any rights of counter-claim, rights of set-off or any other rights which we may have against the Chargor save for (i) our right of combination as between the Accounts and any other accounts held in the name of the Chargor and secured in favour of the Security Agent only, and (ii) our right of set-off in respect of our costs and charges in connection with the opening, maintenance and operation of the Accounts pursuant to the mandates held by us and/or any applicable terms and conditions in respect of the Accounts.

- 4 We hold the Accounts and any monies standing to the credit of such Accounts from time to time subject to the terms of the Notice and we agree to act in accordance with and agree to the terms of the Notice to the extent permitted by law.
- 5 We have not, as at the date hereof, received notice of any other security interest or encumbrance over any of the Accounts.

This Acknowledgement shall be governed by and construed in accordance with the laws of England and Wales.

Signed for and on behalf of [*account bank*]

Signature

Print name

Title

EXECUTION PAGES

OBLIGORS

Executed as a Deed by

ROC SOLAR LIMITED

acting by

Director)



In the presence of:

Witness



Name

ELEANOR CRENNIN

Address

Osborne Clarke LLP
2 Temple Back East
Temple Quay
Bristol

Occupation

BSI 6EG TRAINEE SOLICITOR

Executed as a Deed by)

ROC SOLAR (UK) LIMITED)

acting by)

Director)



.....

In the presence of:

Witness



.....

Name

ELEANOR CRONIN

Address

Osborne Clarke LLP

2 Temple Back East

Temple Quay

Bristol

BS1 6EG

Occupation

TRAINEE SOLICITOR

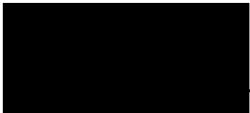
Executed as a Deed by)
)
MORAY POWER LIMITED)
)
acting by)
)



Director)

In the presence of:

Witness



Name ELEANOR CROMBIE
Address ...Osborne Clarke LLP.....
2 Temple Back East
...Temple Quay.....
Bristol
...BS1 6EG.....
Occupation ...TRAINEE SOLICITOR

Executed as a Deed by)

MORAY POWER (UK) LIMITED)

acting by)

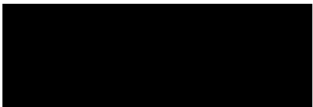
Director)



.....

In the presence of:

Witness



.....

Name

..ELEANOR.....CRENDIN

Address

.....Osborne Clarke LLP.....
2 Temple Back East
Temple Quay
Bristol
.....

Occupation

BSI GEG
..TRAINEE.....SOLICITOR

Executed as a Deed by

KPP132 LIMITED

acting by

Director)



In the presence of:

Witness



Name

ELEANOR CHENIN

Address

Osborne Clarke LLP
2 Temple Back East
Temple Quay
Bristol
BS1 6EG

Occupation

TRAINING SOLICITOR

Executed as a **Deed** by)

MORAY ENERGY LIMITED)

acting by)

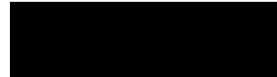
Director)



.....

In the presence of:

Witness



.....

Name

ELEANOR CRONIN

Address

Osborne Clarke LLP

2 Temple Back East

Temple Quay

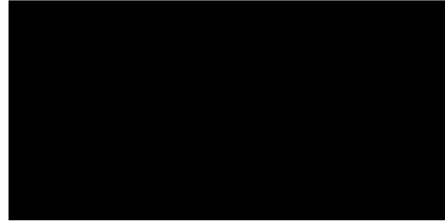
Bristol

BS1 6EG

Occupation


TRAINING SOLICITOR

Executed as a Deed by)
)
APPLETON RENEWABLES LIMITED)
)
 acting by)
)



Director)

In the presence of:

Witness 

Name ELEANOR ORENIN
 Address Oshonne Clarke LLP
2 Temple Back East
Temple Quay
Bristol
BS1 6EG
 Occupation PLAINEE SOLICITOR

Executed as a Deed by)

APPLETON RENEWABLE ENERGY)

LIMITED)

acting by)

Director)



.....

In the presence of:

Witness



.....

Name

..... ELEANOR OWENIN

Address

..... Osborne Clarke LLP

2 Temple Back East

..... Temple Quay

Bristol

..... BS1 6EG

Occupation

..... TRAINEE SOLICITOR

Executed as a Deed by

ANDOVER AIRFIELD SOLAR
DEVELOPMENTS LIMITED

acting by

Director)

.....

In the presence of:

Witness

Name

ELEANOR CRONIN

Address

Osborne Clarke LLP

2 Temple Back East

Temple Quay

Bristol

BS1 6EG

Occupation

TRAINING SOLUTION

Executed as a Deed by)

NEWTON SOLAR LIMITED)

acting by)

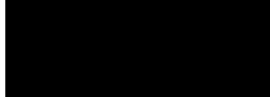
Director)



.....

In the presence of:

Witness



.....

Name

ELIANSON CREWIN

Address

 Osborne Clarke LLP
 2 Temple Back East
 Temple Quay
 Bristol
 BS1 6EG

Occupation

TRAINING SOLICITOR

Executed as a Deed by)
)
NEWTON SOLAR ENERGY LIMITED)
)
acting by)
)



Director)

In the presence of:

Witness



Name

ELEANOR CHENIN

Address

Osborne Clarke LLP
2 Temple Back East
Temple Quay
Bristol

Occupation

BS1 6EG
TRAUSE SOLICITOR

Executed as a Deed by)

GREENACRE SOLAR LIMITED)

acting by)

Director)



.....

In the presence of:

Witness



.....

Name

ELEANOR ORENIN

Address

Osborne Clarke LLP.....

2 Temple Back East

Temple Quay.....

Bristol

BS1 6EG.....

Occupation

TRAINEE SOLICITOR

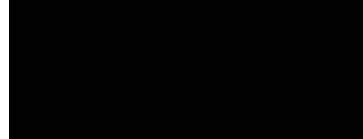
Executed as a Deed by)
)
GREENACRE REDBRIDGE LIMITED)
)
 acting by)
)
 Director)



.....

In the presence of:

Witness



.....

Name ELEANOR ORENIN
 Address Osborne Clarke LLP.....
2 Temple Back East
Temple Quay
Bristol
BS1 6EG
 Occupation TRAINEE SOLICITOR

Executed as a Deed by)

GREENACRE SOLAR ENERGY)
LIMITED)

acting by)

Director)



.....

In the presence of:

Witness



.....

Name

ELIANOR GREENING

Address

Osborne Clarke LLP.....
2 Temple Back East
Temple Quay
Bristol.....

Occupation

BS1 6EG
TRAINING DIRECTOR

Executed as a **Deed** by)

BEESTON SOLAR LIMITED)

acting by)

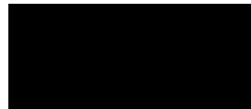
Director)



.....

In the presence of:

Witness



.....

Name

ELEANOR CHENIN

Address

Osborne Clarke LLP

2 Temple Back East

Temple Quay

Bristol

BS1 6EG

Occupation

TRANSACTION

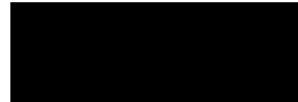
Executed as a Deed by)
)
BEESTON SOLAR ENERGY LIMITED)
)
 acting by)
)
 Director)



.....

In the presence of:

Witness



.....

Name ELEANOR CRAWIN
 Address Osborne Clarke LLP
2 Temple Back East
Temple Quay
Bristol
BS1 6EG
 Occupation TRAINEE SOLICITOR

Executed as a Deed by)

) TRIUMPH SOLAR LIMITED)

) acting by)

) Director)



.....

In the presence of:

Witness



.....

Name

ELEANOR CROWIN

Address

Osborne Clarke LLP

2 Temple Back East

Temple Quay

Bristol

Occupation

BSI 6EG

TRAINING DIRECTOR

Executed as a Deed by)

TRIUMPH SOLAR ENERGY LIMITED)

acting by)

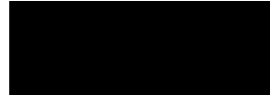
Director)



.....

In the presence of:

Witness



.....

Name

ELEANOR CRENIN

Address

 Osborne Clarke LLP
 2 Temple Back East
 Temple Quay
 Bristol
 BS1 6EG

Occupation

TRAINEE SOLICITOR

Executed as a Deed by)

TRIUMPH RENEWABLE ENERGY)

LIMITED)

acting by)

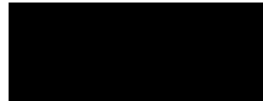
Director)



.....

In the presence of:

Witness



.....

Name

ELEANOR.....CRENIN

Address

.....Osborne Clarke LLP.....

2 Temple Back East

.....Temple Quay.....

Bristol

.....BS1 6EG.....

Occupation

TRAINEE.....SOLICITOR

Executed as a Deed by

KPP141 LIMITED

acting by

Director)



In the presence of:

Witness



Name

ELANOR OWEN

Address

Osborne Clarke LLP
2 Temple Back East
Temple Quay
Bristol
BS1 6EG

Occupation

TRAINING SOLICITOR

Executed as a Deed by)
)
EMERALD ISLE SOLAR LIMITED)
)
 acting by)
)
 Director)



In the presence of:

Witness



Name

Osborne Clarke

Address

Osborne Clarke LLP
2 Temple Back East
Temple Quay
Bristol

Occupation

TRUSTEE SOLICITOR

Executed as a Deed by)

EMERALD ISLE SOLAR ENERGY)
LIMITED)

acting by)

Director)



.....

In the presence of:

Witness



.....

Name

ALANOR CRONIN

Address

Exborne Clarke LLP

2 Temple Back East

Temple Quay

Bristol

Occupation

TRAVEL SOLICITOR

Executed as a Deed by)
YORK RENEWABLES LIMITED)
acting by)
Director)



In the presence of:

Witness



Name Osborn Clarke LLP
Address 2 Temple Back East
..... Temple Quay
..... Bristol
..... BS1 6EG
Occupation TRAINEE SOLICITOR

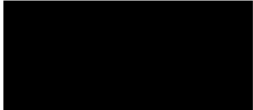
Executed as a Deed by)
YORK NIHE LIMITED)
acting by)
Director)



.....

In the presence of:

Witness



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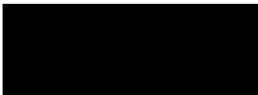
Name ..Adeunor Orenin
Address ..Osborne Clarke LLP.....
2 Temple Back East
..Temple Quay.....
..Bristol.....
Occupation ..BSI GEG
..TRAINEE ..Solicitor

Executed as a Deed by)
YORK RENEWABLE ENERGY)
LIMITED)
acting by)
Director)



In the presence of:

Witness



Name
Address
Occupation

Eleanor Owen
Osborne Clarke LLP
2 Temple Back East
Temple Quay
Bristol
BS1 6EG
SOLICITOR

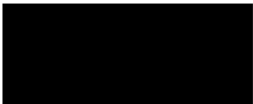
Executed as a Deed by)
)
VOLTAISE LIMITED)
)
acting by)
)
Director)



.....

In the presence of:

Witness



.....

Name ELEANOR CROFTIN
Address Osborne Clarke LLP
2 Temple Back East
Temple Quay
Bristol
BS1 6EG
Occupation TRAINEE SOLICITOR

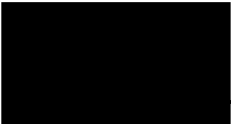
Executed as a **Deed** by)
)
VOLTAISE (UK) LIMITED)
)
acting by)
)
Director)



.....

In the presence of:

Witness

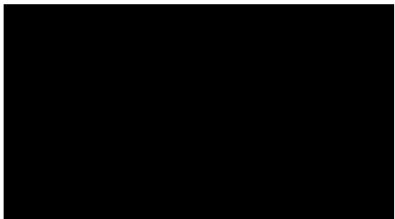


.....

Name
Address
Occupation

ELEANOR CROFTON
.....
Osborne Clarke LLP
.....
2 Temple Back East
.....
Temple Quay
.....
Bristol
.....
BS1 6EG
.....
TRAINEE SOLICITOR

Executed as a Deed by)
)
PENARTH ENERGY LIMITED)
)
acting by)
)
Director)



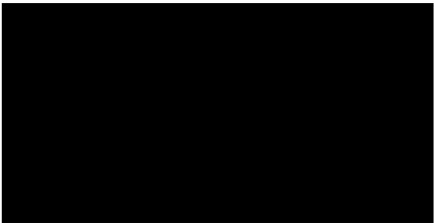
In the presence of:

Witness



Name Osborne Clarke LLP
Address 2 Temple Back East
Temple Quay
Bristol
BS1 6EG
Occupation TRAINEE SOLICITOR

Executed as a Deed by)
)
BOURNE PARK SOLAR LIMITED)
)
acting by)
)
Director)



.....

In the presence of:

Witness



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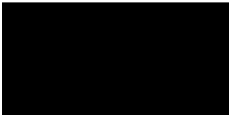
Name Eleanor O'Leary
Address Osborne Clarke LLP
2 Temple Back East
..... Temple Quay
..... Bristol
Occupation BSI 6EG
..... TRAINEE SOLICITOR

Executed as a Deed by)
)
RIDGEWAY SOLAR LIMITED)
)
acting by)
)
Director)



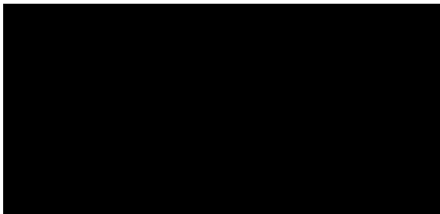
.....

In the presence of:

Witness 

Name ELEANOR CHANIN
Address Osborne Clarke LLP
2 Temple Back East
Temple Quay
Bristol
BS1 6EG
Occupation TRAINEE SOLICITOR

Executed as a Deed by)
RIDGEWAY SOLAR ENERGY)
LIMITED)
acting by)
Director)



In the presence of:

Witness



Name
Address
Occupation

ELEANOR CREWEN
Osborne Clarke LLP
2 Temple Back East
Temple Quay
Bristol
BS1 6EG
TRAINEE SOLICITOR

Executed as a Deed by)
)
TGC SOLAR OAKFIELD LIMITED)
)
acting by)
)
Director)



.....

In the presence of:

Witness



.....

Name Eleanor Brennan
Address Osborne Clarke LLP
2 Temple Back East
Temple Quay
Bristol
BS1 6EG
Occupation Trainee Solicitor

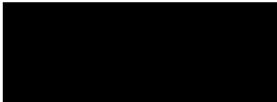
Executed as a Deed by)
)
BROOKSIDE SOLAR LIMITED)
)
acting by)
)
Director)



.....

In the presence of:

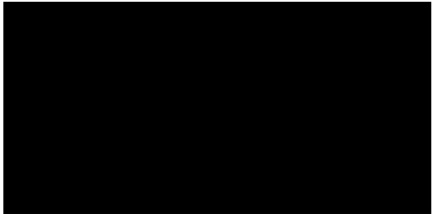
Witness



.....

Name ELEANOR CRENNIN
Address Osborne Clarke LLP
2 Temple Back East
Temple Quay
Bristol
Occupation BSI 6EG
TRANSFER SOLICITOR

Executed as a Deed by)
)
ABERCOMYN SOLAR LIMITED)
)
acting by)
)
Director)



.....

In the presence of:

Witness 

Name Eleanor O'Brien
Osborne Clarke LLP
Address2 Temple Back East.....
Temple Quay
.....Bristol.....
.....BS1 6EG.....
Occupation TRAINEE SOLICITOR

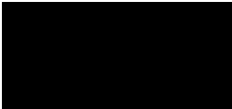
Executed as a Deed by)
)
HULSE ENERGY LIMITED)
)
acting by)
)
Director)



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In the presence of:

Witness



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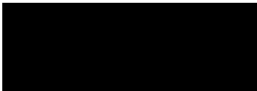
Name Osborne Clarke
Address Osborne Clarke LLP
2 Temple Back East
Temple Quay
Bristol
BS1 6EG
Occupation TRADE SOUTHERN

Executed as a Deed by)
HULSE RENEWABLE ENERGY)
LIMITED)
acting by)
Director)



In the presence of:

Witness



Name
Address
Occupation

Eleanor Chervin
Osborne Clarke LLP
2 Temple Back East
Temple Quay
Bristol
BST 6EG
Trainee Solicitor

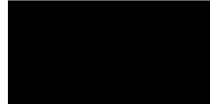
Executed as a Deed by)
)
 HEULWEN SOLAR LIMITED)
)
 acting by)
)
 Director)



.....

In the presence of:

Witness



.....

Name Osborne Clarke LLP
 Address 2 Temple Back East
Temple Quay
Bristol
BS1 6EG
 Occupation TRANCE SOLICITOR

Executed as a Deed by)

WAKEHURST RENEWABLES)

LIMITED)

acting by)

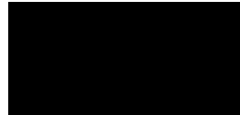
Director)



.....

In the presence of:

Witness



.....

Name

ELEANOR CHENIN

Address

Osborne Clarke LLP

2 Temple Back East

Temple Quay

Bristol

Occupation

TRUSTEE SOLICITOR

Executed as a Deed by)
 WAKEHURST)
 RENEWABLE)
 ENERGY LIMITED)
 acting by)

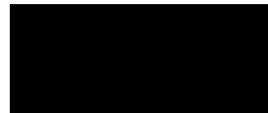


Director)

.....

In the presence of:

Witness



.....

Name

Eleanor Brown

Address

Osborne Clarke LLP
1 Temple Back East
Temple Quay
Bristol
BS1 6EG

Occupation

TRAINEE SOLICITOR

SECURITY AGENT

Executed as a Deed by _____)

AVIVA PUBLIC PRIVATE FINANCE
LIMITED

acting by _____)

Authorized Signatory)

In the presence of:

Witness

Name

Address

Occupation

BURGES SALMON
LLP
ONE GLASS WHARF
BRISTOL
BS2 0ZX

Soluto