



Registration of a Charge

Company name: **PS MANOR FARM SOLAR LIMITED**

Company number: **08694630**

Received for Electronic Filing: **23/09/2015**



X4GIVNUQ

Details of Charge

Date of creation: **22/09/2015**

Charge code: **0869 4630 0001**

Persons entitled: **BAYERISCHE LANDESBANK (AS SECURITY AGENT)**

Brief description: **LAND KNOWN AS MANOR FARM SOLAR FARM, GREEN END, PERTENHALL, BEDFORD, MK44 2AX. TITLE NUMBER(S): BD266054 AND BD266055.**

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:

**SAMANTHA DE SOUZA FOR AND ON BEHALF OF PINSENT
MASONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8694630

Charge code: 0869 4630 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd September 2015 and created by PS MANOR FARM SOLAR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd September 2015 .

Given at Companies House, Cardiff on 24th September 2015

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Borrower Debenture

Dated 22 September 2015

PS Manor Farm Solar Limited
(the Chargor)

Bayerische Landesbank
(the Security Agent)

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Debenture

Dated 22 September 2015

Between

- (1) **PS Manor Farm Solar Limited**, a company incorporated under the laws of England and Wales with registered number 08694630 having its registered office at Eversheds House, 70 Great Bridgewater Street, Manchester, M1 5ES, United Kingdom (the **Chargor**); and
- (2) **Bayerische Landesbank** as trustee for the Finance Parties (the **Security Agent**).

Recitals

- A The Finance Parties have agreed to make credit facilities available to the Chargor on the terms of the Facilities Agreement.
- B The Chargor has agreed to provide Security to the Security Agent (as trustee for the Finance Parties) to secure the payment and discharge of the Secured Liabilities.

This deed witnesses:

1 Definitions and interpretation

1.1 Definitions

Words and expressions defined in the Facilities Agreement have the same meanings in this Debenture unless they are expressly defined in it and, in addition, in this Debenture:

Act means the Law of Property Act 1925.

Assigned Agreement means any of the agreements or documents listed in Schedule 1 (*Assigned Agreements*) and any other agreement or document which the Chargor and the Security Agent agree, from time to time, to be an Assigned Agreement.

Assigned Agreement Rights means:

- (a) all claims and all moneys which might at any time be or become paid or payable to or for the account of the Chargor under or in respect of any Assigned Agreement, including all claims for damages and the proceeds of all claims, awards, decisions and judgments at any time received or receivable by the Chargor and any return of any sums which might at any time be or become paid or payable to the Chargor;
- (b) all rights and remedies of the Chargor under or in respect of any Assigned Agreement, whether expressly provided in such Assigned Agreement or otherwise, including the right to compel performance of any Assigned Agreement; and
- (c) all guarantees, indemnities, mortgages, securities, assignments, charges and other security of whatever nature now or in the future held by the Chargor in respect of any Assigned Agreement, including all moneys which might at any time be or become paid or payable to or for the account of the Chargor under them and all rights and remedies for enforcing the same or compelling performance of them.

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

Default Rate means the rate of interest specified in, and calculated in accordance with, clause 8.4 (*Default Interest*) of the Facilities Agreement.

Enforcement Date means the date on which the Agent exercises any of its rights pursuant to and in accordance with clause 26.27 (*Consequences of an Event of Default*) of the Facilities Agreement.

Equipment means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties.

Event of Default means any event or circumstance specified as such in clause 26 (*Events of Default*) of the Facilities Agreement.

Facilities Agreement means the Facilities Agreement dated on or around the date of this Debenture between, among others, the Chargor and the Security Agent.

Finance Document means the Facilities Agreement and each other document designated as a Finance Document under the Facilities Agreement.

Finance Parties means the Security Agent and each other party designated as a Finance Party under the Facilities Agreement.

Insurances means the insurance policies required for the Project, more particularly described in the Facilities Agreement.

Intellectual Property means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist).

Intercreditor Deed means the intercreditor deed entered into between, inter alia, the Chargor and the Security Agent and in force from time to time.

Investments means:

- (a) all or any of its stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations); and
- (b) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of them,

and includes all dividends, interest and other distributions paid or payable on or in respect of them.

Land has the same meaning as it has in section 205(1) of the Act.

Proceeds Account means the account named "Proceeds Account" (Account Number: [REDACTED] BIC: [REDACTED] and IBAN: [REDACTED] held by the Chargor at the Proceeds Account Bank, together with any replacement and substitute accounts and any sub-accounts of the foregoing.

Proceeds Account Bank means Deutsche Bank AG, London Branch.

Project Accounts means the:

- (a) Proceeds Account; and
- (b) any other bank account designated as such by the Chargor and the Security Agent.

Receiver means a receiver appointed pursuant to this Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Security Agent is permitted by law to appoint an administrative receiver, includes an administrative receiver.

Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them.

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

Secured Liabilities means the liabilities of the Borrower to the Finance Parties under or pursuant to the Finance Documents.

Security means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

Security Assets means all of the assets of the Chargor which are the subject of any Security created or to be created by this Debenture.

Security Period means the period starting on the date of the Facilities Agreement and ending on the date on which the Agent is satisfied (acting reasonably) that:

- (a) all of the liabilities of the Chargor under each Finance Document are irrevocably discharged in full; and
- (b) no Finance Party has any commitment or liability, whether present or future, actual or contingent, in relation to the Facility.

Site means the property described in Schedule 2 (*Land charged by way of legal mortgage*).

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

1.2 Construction

1.2.1 The principles of construction set out in clause 1.2 (*Interpretation*) of the Facilities Agreement apply to this Debenture, insofar as they are relevant to it and subject to any necessary changes, as they apply to the Facilities Agreement.

1.2.2 Unless a contrary intention appears, any reference in this Debenture to:

- (a) this **Debenture** or an **Assigned Agreement** is a reference to this Debenture or an Assigned Agreement as amended, varied, novated, supplemented and replaced from time to time;
- (b) the **Chargor**, the **Security Agent** or any other **Finance Party** or a **Receiver** includes any one or more of its assigns, transferees and successors in title (in the case of the Chargor, so far as any such is permitted); and
- (c) the **Security Agent** or any other **Finance Party** or a **Receiver** (except for the references in Clause 15 (*Power of attorney*)), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates.

1.3 Third party rights

1.3.1 Each Finance Party, any Receiver and their respective officers, employees and agents may enforce any term of this Debenture which purports to confer a benefit on that person, but no other person who is not a party to this Debenture has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Debenture.

1.3.2 Notwithstanding any term of any Finance Document, the parties to this Debenture and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Debenture without the consent of any person who is not a party to this Debenture.

1.4 Effect as a deed

This Debenture shall take effect as a deed even if it is signed under hand on behalf of the Security Agent.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Debenture to the extent required to ensure that any purported disposition of an interest in Land contained in this Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2 Covenant to pay

The Chargor covenants with the Security Agent and the other Finance Parties that it will on demand pay and discharge the Secured Liabilities when due for payment or discharge in accordance with the terms of the Finance Documents.

3 Creation of Security

3.1 Land

The Chargor charges:

- (a) by way of legal mortgage its interest in the Land referred to in Schedule 2 (*Land charged by way of legal mortgage*); and
- (b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land.

3.2 Investments

The Chargor mortgages or (if or to the extent that this Debenture does not take effect as a mortgage) charges by way of fixed charge all Investments, including those held for it by any nominee.

3.3 Equipment

The Chargor charges by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 3.1 (*Land*).

3.4 Project Accounts

The Chargor charges by way of fixed charge all amounts standing to the credit of the Project Accounts (if any) and all of its right, title and interest in and relating to such Project Accounts.

3.5 Intellectual Property

The Chargor charges by way of fixed charge all its Intellectual Property.

3.6 Goodwill

The Chargor charges by way of fixed charge its goodwill.

3.7 Uncalled capital

The Chargor charges by way of fixed charge its uncalled capital.

3.8 Authorisations

The Chargor charges by way of fixed charge the benefit of all Authorisations held by it in relation to any Security Asset.

3.9 Insurances

The Chargor assigns absolutely all its rights and interests under all contracts and policies of insurance, including the Insurances.

3.10 Contractual rights

3.10.1 The Chargor assigns absolutely all its rights and interests under:

- (a) the Assigned Agreements; and
- (b) the Assigned Agreement Rights.

3.10.2 The Chargor assigns absolutely all rights under all deeds and agreements to which it is a party and which are not mortgaged, charged by way of fixed charge under any of Clauses 3.1 (*Land*) to 3.8 (*Authorisations*) (inclusive).

3.11 Other assets

3.11.1 The Chargor charges by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under this Clause 3.

3.11.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Debenture.

3.12 Trust

If or to the extent that the assignment or charging of any Security Asset is prohibited, the Chargor holds it on trust for the Security Agent.

4 Nature of Security created

The Security created under this Debenture is created:

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities;
- (b) (except in the case of assets which are the subject of a legal mortgage under this Debenture) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Security Agent as trustee for the Finance Parties; and
- (d) with full title guarantee.

5 Conversion of floating charge

5.1 Conversion on notice

Subject to Clause 5.2 (*Limitation*), the Security Agent may by notice to the Chargor at any time during the Security Period convert the floating charge created by this Debenture into a fixed charge in respect of any Security Asset specified in that notice if:

- (a) an Event of Default is continuing; or
- (b) the Security Agent reasonably considers that Security Asset to be in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process or otherwise to be in jeopardy and that it reasonably considers it to be necessary to do so to protect or preserve its Security.

5.2 Limitation

Clause 5.1 (*Conversion on notice*) shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.

5.3 Automatic conversion

The floating charge created by this Debenture will convert automatically into fixed charges:

- (a) if the Security Agent receives notice of an intention to appoint an administrator of the Chargor;
- (b) if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of the Chargor over all or any part of its assets, or if such person is appointed;
- (c) if the Chargor creates or attempts to create Security over all or any of the Security Assets, other than Security permitted under the Finance Documents;
- (d) on the crystallisation of any other floating charge over the Security Assets;
- (e) if any person seizes, attaches, charges, takes possession of or sells any Security Asset under any form of distress, sequestration, execution or other process, or attempts to do so; and
- (f) in any other circumstances prescribed by law.

6 Positive covenants

6.1 General

The covenants in this Clause 6 remain in force from the date of this Debenture until the expiry of the Security Period.

6.2 Land

6.2.1 The Chargor will comply with all material statutory, regulatory, environmental and contractual obligations relating to its Land or its use.

6.2.2 The Chargor will not, without the prior written consent of the Security Agent:

- (a) grant or extend any lease, agreement for lease or licence, or part with or share possession or occupation, of its Land;
- (b) grant any licence or permission to any occupier to assign, underlet, part with possession or occupation or change the use of its Land;
- (c) determine, accept or agree to accept the surrender of any leasehold interest in any of its Land;

- (d) apply to the Land Registry to register the whole or any part of its Land as commonhold land or establish a commonhold association in respect of any of its Land; or
 - (e) make a material change to the use of any of its Land.
- 6.2.3 The Chargor shall promptly give notice in writing to the Security Agent if it receives any notice under section 146 of the Act.
- 6.2.4 The Chargor must, within 14 days after receipt by it of any material application, requirement, order or notice served or given by any public or local or any other authority with respect to its Land (or any part of it):
- (a) deliver a copy to the Security Agent; and
 - (b) if reasonably requested by the Security Agent, inform the Security Agent of the steps taken or proposed to be taken to comply with the relevant requirements.
- 6.2.5 If at any time the Chargor fails, or the Security Agent (acting reasonably) has grounds to believe that the Chargor has failed, to perform or comply with Clauses 6.3 (*Preservation of the Security Assets*) or 6.4 (*Intellectual Property*), it shall be lawful for the Security Agent, but without any obligation on its part, to:
- (a) enter or take possession of all or any part of the Security Assets with agents appointed by it and architects, contractors, workmen and others; and
 - (b) execute such works and do such other things, or to take such other steps in relation to any such Security Assets (including the payment of money),
- as may in the opinion of the Security Agent be required to remedy that failure.
- 6.2.6 The Chargor shall promptly notify the Security Agent in writing if the Chargor:
- (a) intends to acquire any estate or interest in Land; or
 - (b) acquires any estate or interest in Land,
- in each case giving such details as the Security Agent may require including all facilities within the power of that Chargor to enable the Security Agent or its lawyers (at the expense of the Chargor) to:
- (i) carry out investigations of title to the Land; and
 - (ii) make such enquiries in relation to any part of the Land as a prudent mortgagee might carry out; and
 - (iii) if reasonably required by the Security Agent, provide it with a report on title of that Chargor to the Land concerning those items which may properly be sought to be covered by a prudent mortgagee in a lawyer's report of that nature.
- 6.2.7 If the Chargor acquires any freehold or leasehold property after the date of this Debenture it shall:

- (a) immediately on request by the Security Agent and at the cost of that Chargor, execute and deliver to the Security Agent a legal mortgage in favour of the Security Agent of that property in any form which the Security Agent may require (acting reasonably) and submit relevant applications, do relevant searches and issue such notices as the Security Agent may require so as to perfect the Security Agent's interest under the legal mortgage; and
- (b) if applicable, ensure that the provisions of Clause 14.2 (*Application to Land Registrar*) are complied with in relation to that legal mortgage.

6.3 Preservation of the Security Assets

The Chargor shall:

- (a) in accordance with the requirements of clause 24.5 (*Operation and Maintenance*) of the Facilities Agreement, take all steps as are necessary to preserve the value and marketability of its Security Assets; and
- (b) notify the Security Agent as soon as it becomes aware of any matter which would reasonably be expected to have an adverse effect on the Rights of the Security Agent under this Deed and any other existing or future Security granted by the Chargor to the Security Agent to secure the payment and discharge of the Secured Liabilities. Those matters include a breach or purported breach of an Assigned Agreement by any party to it and a claim by any person to an interest in a Security Asset.

6.4 Intellectual Property

6.4.1 The Chargor will promptly notify the Security Agent of its acquisition of, or agreement to acquire, material Intellectual Property and any action taken to register the Intellectual Property.

6.4.2 The Chargor will:

- (a) take all necessary action to safeguard and maintain its Rights in connection with Intellectual Property, including obtaining all necessary registrations and paying all applicable renewal fees and licence fees;
- (b) not allow any Intellectual Property to be abandoned or cancelled or to lapse; and
- (c) protect its Intellectual Property against theft, loss, destruction, unauthorised access, copying or use by third parties and, immediately on becoming aware of any material infringement of, or challenge to, any of its Intellectual Property, inform the Security Agent and take any steps at the cost of the Chargor as the Security Agent may from time to time reasonably specify in relation to the infringement or challenge.

6.5 Notices

After executing this Debenture, the Chargor shall:

- (a) promptly give notice to the Proceeds Account Bank in the form set out in Schedule 3 (*Form of notice of charged Project Account*);
- (b) use reasonable endeavours to procure that the Proceeds Account Bank promptly acknowledges that notice in the form agreed by the Security Agent;

- (c) promptly give notice to the other parties to the Assigned Agreements listed in Schedule 1 (*Assigned Agreements*) in the form set out in Schedule 4 (*Form of notice for Assigned Agreements*) and the insurers in respect of the Insurances in the form set out in part 2 (*Form of notice of assignment of insurances*) to schedule 7 (*Insurances*) of the Facilities Agreement; and
- (d) use reasonable endeavours to procure that each party served with a notice under Clause 6.5(c) promptly acknowledges that notice in the form set out in Schedule 4 (*Form of notice for Assigned Agreements*) and in the form set out in part 2 (*Form of notice of assignment of insurances*) to schedule 7 (*Insurances*) of the Facilities Agreement,

except where any such notice and acknowledgement relating to an Assigned Agreement has been incorporated into a Direct Agreement entered into in connection with such Assigned Agreement.

6.6 Payments without deduction

The Chargor covenants with the Finance Parties that all payments to be made by it under this Debenture shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

7 Negative covenants

The covenants in this Clause 7 remain in force from the date of this Debenture until the expiry of the Security Period.

7.1 Disposals

Except as permitted by the Facilities Agreement, the Chargor shall not enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, transfer, license, loan, or otherwise dispose of any Security Asset, or enter into an agreement to make any such disposal.

7.2 Negative pledge

Except as permitted by the Facilities Agreement, the Chargor shall not create or permit to subsist any Security over any Security Asset.

7.3 Preservation of the Security Assets

The Chargor shall not without the written consent of the Security Agent:

- (a) enter into any onerous obligation or restriction affecting any Security Asset;
- (b) in relation to any Land forming part of the Security Assets:
 - (i) part with possession of it, confer on any other person any right or licence to occupy it or grant any licence to assign, sub-let or create any Security over it;
 - (ii) exercise any of the powers conferred by sections 99 and 100 of the Act of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases;

- (iii) vary, assign or otherwise dispose of or allow to be forfeited any leasehold interest;
- (iv) agree any rent review;
- (v) make any structural or material alteration, or do or allow anything to be done which falls within the definition of development in section 55 of the Town and Country Planning Act 1990;
- (vi) permit any person other than itself to be registered under the Land Registration Act 2002 as proprietor, or create or permit to arise any interest which overrides under the Land Registration Act 2002 (and the Chargor shall reimburse the Security Agent for its reasonable costs of lodging:
 - (aa) a caution against first registration of the title to that Land; or
 - (bb) if that Land is unregistered, a land charge); or
- (vii) make an application, consent to or acquiesce in the application by any third party, to the Land Registry to enter any matter on the register of title;
- (c) in relation to any uncalled capital of the Chargor, call it up or receive it in advance of calls unless the Security Agent otherwise directs, nor apply it, when paid, otherwise than in payment of the Secured Liabilities or as the Security Agent otherwise directs; or
- (d) take any Security in connection with its liabilities under this Debenture from any guarantor of, or provider of Security for, any of the Secured Liabilities.

8 Enforcement

8.1 When Security becomes enforceable

The Security created by this Debenture shall become enforceable:

- (a) on or after the Enforcement Date; or
- (b) if the Chargor so requests.

8.2 Powers on enforcement

At any time after the Security created under this Debenture has become enforceable the Security Agent may (without prejudice to any other of its rights and remedies and without notice to the Chargor) do all or any of the following:

- (a) exercise all the powers and rights conferred on mortgagees by the Act, as varied and extended by this Debenture, without the restrictions contained in sections 103 or 109(1) of the Act;
- (b) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset, without the restrictions imposed by sections 99 and 100 of the Act;

- (c) to the extent that any Security Asset constitutes Financial Collateral, as defined in the Regulations, appropriate it and transfer the title in and to it to the Security Agent insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18;
- (d) subject to Clause 9.1.1 (*Method of appointment and removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets;
- (e) appoint an administrator of the Chargor; and
- (f) issue written notices to the counterparties to the Assigned Agreements or the Insurances (as applicable) stating that those counterparties should deal with the Security Agent rather than the Chargor in relation to that Assigned Agreement or Insurance (as applicable).

8.3 Disposal of the Security Assets

In exercising the powers referred to in Clause 8.2(a) (*Powers on enforcement*), the Security Agent or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

8.4 Application of moneys

8.4.1 The Security Agent or any Receiver shall apply moneys received by them under this Debenture after the Security created under this Debenture has become enforceable in accordance with clause 8.2 (*Payment Cascade after an Enforcement Date*) of the Intercreditor Deed.

8.4.2 Clause 8.4.1 will override any appropriation made by the Chargor.

9 Appointment and powers of Receivers

9.1 Method of appointment and removal

9.1.1 The Security Agent may not appoint a Receiver by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.

9.1.2 Every appointment or removal of a Receiver, of any delegate or of any other person by the Security Agent pursuant to this Debenture may be made in writing under the hand of any officer or manager of the Security Agent (subject to any requirement for a court order in the removal of an administrative receiver).

9.2 Powers of Receiver

Every Receiver shall have all the powers:

- (a) of the Security Agent under this Debenture;
- (b) conferred by the Act on mortgagees in possession and on receivers appointed under the Act;
- (c) which are specified in schedule 1 of the Insolvency Act 1986 in relation to, and to the extent applicable to, the Security Assets or any of them (whether or not the Receiver

is an administrative receiver within the meaning of that Act) together with the additional powers set out in Schedule 5 (*Additional powers of LPA Receiver*); and

- (d) in relation to any Security Asset, which he would have if he were its only absolute beneficial owner.

9.3 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Debenture.

9.4 Receiver as agent

Every Receiver shall be the agent of the Chargor which shall be solely responsible for his acts and defaults and for the payment of his remuneration.

9.5 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Security Agent, and the maximum rate specified in section 109(6) of the Act shall not apply.

10 Protection of purchasers

No purchaser or other person dealing with the Security Agent or any Receiver shall be bound or concerned:

- (a) to see or enquire whether the right of the Security Agent or any Receiver to exercise any of the powers conferred by this Debenture has arisen or not;
- (b) with the propriety of the exercise or purported exercise of those powers; or
- (c) with the application of any moneys paid to the Security Agent, to any Receiver or to any other person.

11 Protection of the Finance Parties and Receivers

11.1 Exclusion of liability

None of the Security Agent, the other Finance Parties, any Receiver or any of their respective officers or employees shall have any responsibility or liability:

- (a) for any action taken, or any failure to take any action, in relation to all or any of the Security Assets;
- (b) to account as mortgagee, in possession or for any loss upon realisation of any Security Asset;
- (c) for any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies under Clause 16 (*Currency*);

- (d) for the loss or destruction of, or damage to, any of the Security Assets, or to any documents of or evidencing title to them, which are in the possession or held to the order of any such person (and which will be held by such persons at the expense and risk of the Chargor); or
- (e) for any other default or omission in relation to all or any of the Security Assets for which a mortgagee in possession might be liable,

except in the case of gross negligence or wilful misconduct on the part of that person.

11.2 General indemnity

11.2.1 The Chargor shall indemnify the Security Agent, the other Finance Parties, any Receiver and their respective officers and employees against all actions, proceedings, demands, claims, costs, expenses, and other liabilities incurred by them in respect of all or any of the following:

- (a) any act or omission by any of them in relation to all or any of the Security Assets;
- (b) any payment relating to or in respect of all or any of the Security Assets which becomes payable at any time by any of them;
- (c) any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Debenture;
- (d) carrying out or purporting to carry out any of the rights, powers and discretions conferred on them by or permitted under this Debenture; and
- (e) any breach by the Chargor of any of its covenants or other obligations to the Security Agent or any other Finance Party,

except in the case of gross negligence or wilful misconduct on the part of that person.

11.2.2 The Chargor shall pay interest at the Default Rate on the sums payable under this Clause from the date on which the liability was incurred to the date of actual payment (both before and after judgment).

11.3 Indemnity out of the Security Assets

The Security Agent, the other Finance Parties, any Receiver and their respective officers and employees shall be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 11.2 (*General indemnity*).

12 Preservation of Security

12.1 Reinstatement

If any payment by the Chargor or discharge given by the Security Agent (whether in respect of the obligations of the Chargor or any Security for those obligations or otherwise) is avoided or reduced as a result of insolvency, liquidation, administration or any similar event:

- (a) the liabilities of the Chargor and the Security created by this Debenture shall continue as if the payment, discharge, avoidance or reduction had not occurred; and

- (b) the Finance Parties shall be entitled to recover the value or amount of that Security or payment from the Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

12.2 Chargor intent

The Chargor expressly confirms that it intends that the Security created by this Debenture shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following:

- (a) business acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and
- (i) any fees, costs and/or expenses associated with any of the foregoing.

12.3 Immediate recourse

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

12.4 Appropriations

During the Security Period each Finance Party may:

- (a) refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 8.4.1 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Secured Liabilities.

12.5 Additional Security

This Debenture is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to any Finance Party.

12.6 New accounts

If any Finance Party receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Assets it may open a new account or accounts in the name of the Chargor and, if it does not do so, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by or on behalf of the Chargor to that Finance Party:

- (a) shall be credited or be treated as having been credited to the new account of the Chargor; and
- (b) shall not operate to reduce the Secured Liabilities at the time when the Finance Party received or was deemed to have received such notice.

13 Tacking

For the purposes of section 94(1) of the Act and section 49(3) of the Land Registration Act 2002 the Security Agent confirms on behalf of the Lenders that the Lenders shall make further advances to the Chargor on the terms and subject to the conditions of the Finance Documents.

14 Further assurance**14.1 Registration at Companies House**

The Chargor consents to the registration of this Debenture at Companies House pursuant to Part 25 of the Companies Act 2006.

14.2 Application to Land Registrar

The Chargor consents to the registration against the registered titles specified in Schedule 2 (*Land charged by way of legal mortgage*) and in any legal mortgage granted pursuant to Clause 6.2.7(a) of:

- (a) a restriction in the following terms:

"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 Bayerische Landesbank referred to in the charges register or their conveyancer. (Form P)"; and
- (b) a notice that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents.

14.3 Further action

The Chargor shall, at its own expense, promptly take any action and sign or execute any further documents which the Security Agent may require in order to:

- (a) give effect to the requirements of this Debenture;
- (b) protect, preserve and perfect the Security intended to be created by or pursuant to this Debenture;
- (c) protect and preserve the ranking of the Security intended to be created by or pursuant to this Debenture with any other Security over any assets of the Chargor; or
- (d) facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Security Agent, any Receiver or any administrator in connection with all or any of the Security Assets,

and any such document may disapply section 93 of the Act.

14.4 Deposit of documents

The Chargor covenants that, on the date of this Debenture and at all times during the Security Period as soon as it receives or acquires them (and in any event as soon as the Security Agent so requests), it shall deposit with the Security Agent, in respect of or in connection with the Security Assets:

- (a) all deeds, stock and share certificates, certificates and other documents of or evidencing title;
- (b) signed undated transfers of the Investments charged under Clause 3.2 (*Investments*), completed in blank and, if the Security Agent so requires, pre-stamped; and
- (c) any other documents which the Security Agent may from time to time require for perfecting its title, or the title of any purchaser, all of which shall be held by the Security Agent at the risk of the Chargor.

14.5 Law of Property (Miscellaneous Provisions) Act 1994

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to the provisions set out in this Clause 14.

15 Power of attorney

The Chargor irrevocably and by way of security appoints each of:

- (a) the Security Agent;
- (b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Security Agent; and
- (c) any Receiver,

jointly and severally as the Chargor's attorney, in the Chargor's name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit following the

occurrence of an Enforcement Date or following the failure by the Chargor to comply within five Business Days with a request from the Security Agent, to take any action and sign or execute any further documents which the Chargor is required to take, sign or execute in accordance with this Debenture. The Chargor agrees, promptly on the request of the Security Agent or any Receiver, to ratify and confirm all such actions taken and documents signed or executed.

16 Currency

16.1 The Spot Rate

In this Clause 16, the **Spot Rate** means, in relation to the Security Agent or any other Finance Party, the spot rate of exchange of that Finance Party for the purchase of any currency with any other currency in the London foreign exchange market.

16.2 Conversion of moneys received

The Security Agent or any other Finance Party may convert any moneys received, recovered or realised in any currency under this Debenture (including the proceeds of any previous conversion under this Clause 16) from their existing currency into any other currency, by purchasing that other currency at the Spot Rate.

16.3 Hedging

If any Chargor fails to pay any sum under this Debenture on the due date, the Security Agent or any other Finance Party may, without notice to the Chargor, purchase at the Spot Rate any currency which that Finance Party considers necessary or desirable to cover the liabilities of the Chargor to pay that sum.

17 Discharge of Security

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities, unless any third party has any subrogation or other rights in respect of the Security created by this Debenture at that time, the Security Agent shall, or shall procure that its appointees will, at the request and cost of the Chargor:

- (a) release the Security Assets from this Debenture; and
- (b) re-assign to the Chargor those Security Assets that have been assigned to the Security Agent under Clause 3 (*Creation of Security*).

Section 93 of the Act shall not apply to this Debenture.

18 Costs and expenses

18.1 Transaction expenses

The Chargor shall promptly on demand pay the Security Agent the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with the negotiation, preparation, printing and execution of this Debenture.

18.2 Amendment costs

If the Chargor requests an amendment, waiver, consent or release of or in relation to this Debenture, the Chargor shall, within three Business Days of demand, reimburse the Security Agent for the amount of all costs and expenses (including legal fees) reasonably incurred by it in responding to, evaluating, negotiating or complying with that request or requirement.

18.3 Enforcement costs

The Chargor shall, within three Business Days of demand, pay to the Security Agent or any Receiver the amount of all costs and expenses (including legal fees) incurred by the Security Agent or any Receiver in connection with the enforcement of, or the preservation of any rights under, this Debenture or the investigation of any possible Default.

18.4 Costs recovered from the Chargor

No costs shall be recoverable from the Chargor pursuant to Clauses 18.1 (*Transaction expenses*), 18.2 (*Amendment costs*) and 18.3 (*Enforcement costs*) above where the Security Agent has recovered such costs from the Borrower pursuant to clauses 16.1 (*Transaction expenses*), 16.2 (*Amendment costs*) and 16.3 (*Enforcement and preservation costs*) of the Facilities Agreement.

19 Notices

The provisions of clause 35 (*Notices*) of the Facilities Agreement relating to notices, addresses and contact information, requests, demands or other communications under the Finance Documents shall apply to this Deed as if fully set out in this Deed except that references to the Finance Documents shall be construed as references to this Deed.

20 Calculations and certificates**20.1 Accounts**

In any litigation or arbitration proceedings arising out of or in connection with this Debenture, the entries made in the accounts maintained by the Security Agent or any other Finance Party are *prima facie* evidence of the matters to which they relate.

20.2 Certificates and determinations

Any certification or determination by the Security Agent or any other Finance Party of a rate or amount under this Debenture is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

21 Partial invalidity

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

22 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right or remedy under this Debenture shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Debenture are cumulative and not exclusive of any rights or remedies provided by law.

23 Amendments and waivers

Any term of this Debenture may be amended or waived only with the written consent of the Chargor and the Security Agent.

24 Counterparts

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

25 Governing law and enforcement**25.1 Governing law**

English law governs this Debenture, its interpretation and any non-contractual obligations arising from or connected with it.

25.2 Jurisdiction

25.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture) (a **Dispute**).

25.2.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

25.2.3 This Clause 25.2 is for the benefit of the Security Agent and the other Finance Parties only. As a result, neither the Security Agent nor any other Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent and the other Finance Parties may take concurrent proceedings in any number of jurisdictions.

Executed as a deed and delivered on the date appearing at the beginning of this Debenture.

Schedule 1 - Assigned Agreements

- (a) EPC Contract;
- (b) O&M Contract;
- (c) PPA;
- (d) credit support documentation to be provided in support of the obligations of the PPA Counterparty;
- (e) Grid Connection Agreement; and
- (f) Junior Agreements,

along with any other agreement that the Chargor and the Security Agent designate, from time to time, as an Assigned Agreement.

Schedule 2 - Land charged by way of legal mortgage

Part 1- Registered Land

Description and address	Title number
Land known as Manor Farm Solar Farm, Green	BD266054
End, Pertenhall, Bedford, MK44 2AX	BD266055

Part 2 - Unregistered Land

Schedule 3- Form of letter to the Proceeds Account Bank

Form of notice of charged Project Account

To: [**] (as Proceeds Account Bank)
 [**]

Attention: [**]

Date: [**]

Dear Sirs

Notice of Charge

- 1 We give you notice that, under a debenture dated [**] entered into by us (and others) in favour of Bayerische Landesbank (the **Security Agent**), we have charged to the Security Agent by way of first fixed charge all of our rights in the following accounts with you (the **Accounts**):

Bank	Sort Code	Account Holder	Account Name	Account Number
[**]	[**]	[**]	Proceeds Account	[**]

- 2 We have agreed with the Security Agent not to close the Accounts or to amend or waive any of their terms except as permitted by the Finance Documents.
- 3 We instruct you:
- (a) at any time after you receive notice from the Security Agent stating that the security has become enforceable in accordance with the Debenture, to comply with the terms of any written notice or instruction relating to the Accounts received by you from the Security Agent; and
 - (b) at any time after you receive notice from the Security Agent stating that the security has become enforceable in accordance with the Debenture, not to honour any withdrawals from the Accounts if requested by us unless our instructions are countersigned by the Security Agent; and
 - (c) to disclose to the Security Agent, without further approval from us, such information regarding the Accounts as the Security Agent may from time to time request and to send it copies of all statements and other notices issued by you in connection with the Key Accounts.

- 4 These instructions cannot be varied or terminated without the consent of the Security Agent.
- 5 This notice and your acknowledgement shall be governed by and construed in accordance with English law.
- 6 Please sign your acknowledgement and return it to the Security Agent at Bayerische Landesbank marked for the attention of [**].

.....
for and on behalf of
PS Manor Farm Solar Limited

Schedule 4 - Form of notice for Assigned Agreements

[On headed paper of the Chargor]

To: ** *[insert name and address of counterparty]*

Attention: **

Date: **

Dear Sirs

Notice of assignment

- 1 We refer to the ** *[specify the relevant Assigned Agreements]* dated **
between us and you (the Agreement).
- 2 We notify you that:
 - (a) under a debenture dated ** between us and Bayerische Landesbank (the **Security Agent**) we have assigned to the Security Agent for the benefit of itself and certain other banks and financial institutions (together with the Security Agent, the **Secured Parties**) all our right, title and interest in and to, and all benefits accruing under, the Agreement as security for certain obligations owed to the Secured Parties;
 - (b) we may not agree to amend or vary, waive or release any of our rights under or terminate the Agreement without the prior written consent of the Security Agent save (in the case of an amendment or waiver of any part of the Agreement):
 - (i) for correction of manifest errors; or
 - (ii) to the extent necessary to comply with applicable law;
 - (c) until you receive written notice to the contrary from the Security Agent, you may continue to deal with us in relation to the Agreement and credit all moneys to which we are entitled under the Agreement to the following account in our name: **
[insert details of account]. After receipt of such written notice, we will cease to have any right to deal with you in relation to the Agreement and from that time you should deal only with the Security Agent; and
 - (d) you are authorised to disclose information relating to the Agreement to the Security Agent on request.
- 3 We request that you:
 - (a) after receipt of written notice in accordance with paragraph 2(c), ensure that all moneys to which we are entitled under the Agreement are credited to the account of the Security Agent specified in that notice (and are not paid to us);
 - (b) give the Security Agent written notice of any breach of the Agreement as soon as you become aware of it.
- 4 Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the us) to confirm that you:

- (a) agree to the terms of this notice and to act in accordance with its provisions;
- (b) have not received notice that we have assigned our rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party; and
- (c) have not claimed or exercised, nor do you have any outstanding right to claim or exercise against us, any right of set-off, counter-claim or other right relating to the Agreement.

5 The provisions of this notice are governed by English law.

Yours faithfully

.....
for and on behalf of
PS Manor Farm Solar Limited

Copy to: Bayerische Landesbank

[On acknowledgement copy]

To: Bayerische Landesbank

Copy to: PS Manor Farm Solar Limited

We acknowledge receipt of the above notice and confirm the matters set out in paragraph 4.

.....
for and on behalf of
[insert name of counterparty]

Date: **

Schedule 5 - Additional powers of LPA Receiver

Such a Receiver shall have the power:

- (a) to enter into take possession of collect and get in the Security Assets to manage the same and to collect and get in all moneys or proceeds in any way arising from the Security Assets or any deed document right or entitlement affecting the Security Assets whether directly or indirectly;
- (b) to sell exchange surrender deal with convert into money and realise the Security Assets or any estate or interest therein and convey assign or transfer the same subject to such exceptions reservations and covenants as the Bank or any Receiver may consider necessary or expedient and for the purposes of realisation to convey assign or transfer the same to any person with or without consideration or exchange such for shares or other property. Plant machinery and other fixtures may be severed and sold separately from the premises containing them;
- (c) to apportion any rent and/or the performance of any obligations;
- (d) to acquire renew extend grant vary or otherwise deal with such easements rights privileges and/or licences as the Bank or a Receiver considers expedient;
- (e) to grant without restriction any lease or tenancy for any term whether commencing at once or at any future date at any or no rent and with or without any premium and generally on such terms as the Bank or any Receiver may consider expedient;
- (f) to accept the surrender of any lease or tenancy whether or not for the purpose of enabling a new lease to be granted;
- (g) to give an effectual receipt for any premium payable on any grant or surrender of any lease;
- (h) to exercise observe and perform for and on behalf of the Chargor any or all of the powers obligations or duties conferred or imposed on any owner or occupier of property at common law or by statute;
- (i) to initiate oppose negotiate participate in compromise or conclude any review or revision of any rent payable in respect of any lease or tenancy;
- (j) to exercise (whether on the Chargor's behalf or otherwise) any option or right of election available in law to the Chargor or the Bank or any Receiver to waive exemption so that the supplies shall be supplies chargeable or taxable for VAT purposes at the standard or other applicable rate of tax;
- (k) to sign seal execute deliver complete and perfect all notices and documents as are thought fit by the Bank or the Receiver for exercising observing and performing any of the powers obligations or duties conferred or imposed on the Chargor hereby or by any statute in respect of the Security Assets;
- (l) to give receipts for any compensation moneys payable to or by a landlord or tenant;
- (m) to promote incorporate manage and wind up either alone or with others any company either for the purposes of taking a conveyance or transfer or assignment or lease of or other interest in the Security Assets and/or of undertaking works thereon and/or of providing services to the

occupiers thereof in any case where it is desirable or convenient to do so and/or in connection with or for the furtherance of all or any of the powers herein contained as the Bank or the Receiver may consider expedient;

- (n) to construct or complete any building (whether or not the same is in accordance with the development planned or being carried on at the Legally Mortgaged Property) and any roads access ways and services and generally to develop the Legally Mortgaged Property in such manner as the Bank or the Receiver may consider expedient;
- (o) to carry out any work involving furnishing or fitting out or the installation or provision of any plant machinery equipment or service;
- (p) to utilise any moneys at any time or from time to time received for the purposes of financing any expenditure at any time or from time to time incurred in connection with or incidental to the exercise of any of the powers herein contained in advance of any other payments;
- (q) to continue commence or undertake any business (whether or not previously carried on by the Chargor);
- (r) to borrow or raise or secure the payment of money which may be required for the exercise of any of the powers set out in this clause in such manner including the creation of new mortgages or charges (whether or not having priority to this charge) as may be considered expedient;
- (s) to obtain renew extend amend or otherwise deal with such permissions consents and/or licences for the benefit of or otherwise connected with or ancillary to the Security Assets or the use or development of any business comprised therein as the Bank or the Receiver may consider necessary or desirable;
- (t) to agree any variation modification or determination of any existing deeds or agreements and enter into make or obtain any new agreements deeds or bonds which may be necessary or desirable;
- (u) to employ staff solicitors architects surveyors quantity surveyors estate agents insurance brokers contractors builders workmen security staff watchmen building managers and others and purchase all proper stock materials and other items as the Bank or the Receiver may consider expedient;
- (v) to dedicate any part or parts of the Legally Mortgaged Property as a highway where to do so is desirable in order that the Legally Mortgaged Property may more conveniently be developed;
- (w) to make any change or arrangement as to boundaries with adjoining owners and neighbours so as to resolve any dispute or to facilitate development;
- (x) to effect and maintain insurance policies (whether against fire and other physical risks loss of rent or third party or public liability or structural or latent defect or for other indemnity or otherwise) and to make prove negotiate adjust or enforce any claim on any such policy whether effected by the Chargor or the Bank or the Receiver;
- (y) to take defend appeal or otherwise join in any proceedings (including any arbitration or determination of any issue or dispute by an independent expert) concerning or incidental to the Security Assets or to any of the foregoing powers;

- (z) to make any arrangement or compromise or enter into any contracts which may be thought expedient in the interest of the Bank; and
- (aa) to do all such other acts and things as the Bank or the Receiver may consider necessary or desirable for the management development or realisation of all or any part or parts of the Security Assets and/or acts and things incidental or ancillary to the foregoing powers and their exercise.

Chargor

Executed as a deed by
PS Manor Farm Solar Limited
 acting by a director/attorney in the
 presence of:

)
)
)
)

Signature of witness:

.....
)

Name of witness:

..... 1 Wood St, London, EC2V 7WS

Address

.....
)
)
)

Solicitor
 Eversheds LLP
 1 Wood St, London, EC2V 7WS

Security Agent

Executed as a deed for and on behalf of
Bayerische Landesbank acting in its
 capacity as Security Agent

)
)
)

By:

.....

Director

.....

Director

.....
)
)
)

(Authorised Signatory)

.....

(Authorised Signatory)