



**Registration of a Charge**

Company name: **LAWN LANE SOLAR LIMITED**

Company number: **08763914**



X5CZ0H3S

Received for Electronic Filing: **08/08/2016**

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**Details of Charge**

Date of creation: **04/08/2016**

Charge code: **0876 3914 0001**

Persons entitled: **INVESTEC BANK PLC (AS SECURITY TRUSTEE)**

Brief description: **LAND AT RUTTS AND OLD WOOD, LAWN LANE, COVEN, WOLVERHAMPTON AS DEMISED BY A LEASE DATED 7 MARCH 2016 BETWEEN (1) ANTHONY MORTON LAMBERT, DAVID ALBERT TIPTON AND SIPPDEAL TRUSTEES LIMITED AND (2) LIGHTSOURCE SPV 134 LIMITED (NOW RENAMED LAWN LANE SOLAR LIMITED)**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**





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

Company number: 8763914

Charge code: 0876 3914 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th August 2016 and created by LAWN LANE SOLAR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th August 2016 .

Given at Companies House, Cardiff on 9th August 2016

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 *4 August* 2016

**LAWN LANE SOLAR LIMITED**  
as Chargor

and

**INVESTEC BANK PLC**  
as Security Trustee

**MORTGAGE**

THIS DEED is dated 4 August 2016 between:

- (1) **LAWN LANE SOLAR LIMITED**, registered in England and Wales with company number 08763914 and registered address 6th Floor, 33 Holborn, London, England, EC1N 2HT (the "Chargor"); and
- (2) **INVESTEC BANK PLC** as trustee for the Secured Parties (the "Security Trustee" which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Facility Agreement).

#### **BACKGROUND:**

It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

#### **OPERATIVE PROVISIONS**

**IT IS AGREED** as follows:

##### **1 Definitions**

###### **1.1 In this Deed:**

"**Debenture**" means the debenture dated 26 April 2016 as acceded to by the Chargor on or about the date hereof and entered into between, amongst others, the Chargor and the Security Trustee, as amended, varied, novated or supplemented from time to time.

"**Mortgaged Property**" means:

- (a) the leasehold property specified in Schedule 1 (*Details of Mortgaged Property*); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

and includes all Related Rights.

"**Related Rights**" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

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

## **2 Legal Charge**

The Chargor charges with full title guarantee in favour of the Security Trustee (as Security Trustee for the Secured Parties) with the payment and discharge of the Secured Obligations, by way of first legal mortgage the Mortgaged Property.

## **3 Implied Covenants For Title**

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 2 (*Legal Charge*).
- (b) It shall be implied in respect of Clause 2 (*Legal Charge*) that the Chargor is disposing of the Mortgaged Property free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

## **4 Application to The Land Registry**

The Chargor consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship register of any registered land forming part of the Mortgaged Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2016 in favour of Investec Bank Plc referred to in the charges register."

## **5 Third Party Rights**

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

## **6 Governing Law**

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

**THIS DEED** has been entered into as a deed on the date stated at the beginning of this Deed.

**SCHEDULE 1  
DETAILS OF MORTGAGED PROPERTY**

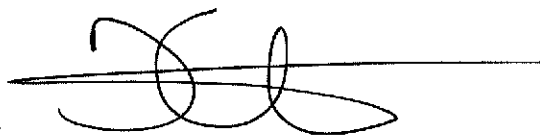
<b>Description of Property</b>	<b>Title Number</b>
Land at Rutts and Old Wood, Lawn Lane, Coven, Wolverhampton as demised by a lease dated 7 March 2016 between (1) Anthony Morton Lambert, David Albert Tipton and Sippdeal Trustees Limited and (2) Lightsource SPV 134 Limited	[●]

EXECUTION PAGE (LEGAL MORTGAGE)

THE CHARGOR

EXECUTED as a DEED )  
by LAWN LANE SOLAR LIMITED )  
acting by a director )  
in the presence of: )

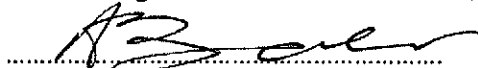
Signature of director



Name of director

David Goodwin

Signature of witness



Name of Witness  
(in block capitals)

Alexander Barker  
Dentons UKMEA LLP

Address of Witness

One Fleet Place  
London EC4M 7WS

Occupation of witness

Trainee

THE SECURITY TRUSTEE

SIGNED by  
INVESTEC BANK PLC

By:

  
Matt Dobbs  
  
Andrew Nosworthy  
Authorised Signatory

Address: 2 Gresham Street, London, EC2V 7QP

Fax: +44 207 597 4913

Attention: Global Lending Operations – Transaction Management

CC: Shelagh Kirkland