



Registration of a Charge

Company name: **ABBNEYFIELDS SOLAR LIMITED**

Company number: **09605177**



X645QCEZ

Received for Electronic Filing: **11/04/2017**

Details of Charge

Date of creation: **31/03/2017**

Charge code: **0960 5177 0003**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC (AS SECURITY TRUSTEE)**

Brief description: **THE CHARGOR CHARGES WITH FULL TITLE GUARANTEE THE LEASEHOLD LAND LYING TO THE NORTHEAST OF ABBEY FIELDS, FAVERSHAM, AS MORE PARTICULARLY DESCRIBED IN A LEASE DATED 24 JANUARY 2017 BETWEEN (1) TRUE BLUE SOLAR LIMITED (AS LANDLORD) AND (2) ABBNEYFIELDS SOLAR LIMITED (AS TENANT) (AS DESCRIBED IN SCHEDULE 1 OF THE INSTRUMENT) AND ANY BUILDINGS, FIXTURES, FITTINGS, FIXED PLANT OR MACHINERY FROM TIME TO TIME SITUATED ON OR FORMING PART OF SUCH PROPERTY, AND ANY RELATED RIGHTS. SEE INSTRUMENT FOR DETAILS.**

Contains fixed charge(s).

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **WATSON FARLEY & WILLIAMS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9605177

Charge code: 0960 5177 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2017 and created by ABBEYFIELDS SOLAR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th April 2017 .

Given at Companies House, Cardiff on 12th April 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 **31 MAR** 2017

ABBAYFIELDS SOLAR LIMITED
as Borrower

and

THE ROYAL BANK OF SCOTLAND PLC
as Security Trustee

BORROWER MORTGAGE

relating to

Project Wiltshire
PV Plant located at land lying to the northeast of Abbey Fields, Faversham

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THIS DEED is dated **31 MAR** 2017 between:

- (1) **ABBEYFIELDS SOLAR LIMITED** registered in England and Wales with company number 09605177 and registered address is at Foresight Group LLP, The Shard, 32 London Bridge Street, London, England SE1 9SG (the "**Borrower**")
- (2) **THE ROYAL BANK OF SCOTLAND 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

1 DEFINITIONS

In this Deed:

"**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.

2 LEGAL CHARGE

The Borrower 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 Borrower 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 Borrower 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 31 March 2017 in favour of The Royal Bank of Scotland PLC referred to in the charges register."

5 TACKING

Each Secured Party is under an obligation to make further advances to the Borrower.

6 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.

7 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 signed on behalf of the Security Trustee and executed as a deed by the Borrower and is delivered by it on the date specified above.

SCHEDULE 1
DETAILS OF MORTGAGED PROPERTY

Description of Property	Title Number
Land lying to the northeast of Abbey Fields, Faversham, as more particularly described in a lease dated 24 January 2017 between (1) True Blue Solar Limited (as landlord) and (2) Abbeyfields Solar Limited (as tenant)	Not yet registered

EXECUTION PAGE

THE BORROWER

EXECUTED as a DEED
by ABBEYFIELDS SOLAR LIMITED
acting under a power of attorney
in the presence of:

Signature of power of attorney


Name of power of attorney

Signature of witness


Name of witness
(in block capitals)

Address of witness

Occupation of witness

)
)
)
)


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Thomas Moore

.....


.....

Christian Anthony
Trainee Solicitor
Watson Farley & Williams LLP
15 Appold Street
London EC2A 2HB

THE SECURITY TRUSTEE

SIGNED by
THE ROYAL BANK OF SCOTLAND PLC

By:

Address:

Fax:

Attention:

Email:

)
)

CRAIG LOVE

Level 8, 280 Bishopsgate, London, EC2M 4RB

+44 (0)207 672 3504

Nicholas McClintock

nicholas.mcclintock@rbs.co.uk