



Registration of a Charge

Company Name: **CHESTERFIELD COMMUNITY ENERGY LIMITED**

Company Number: **09616638**



Received for filing in Electronic Format on the: **02/06/2021**

XA5STOXE

Details of Charge

Date of creation: **01/06/2021**

Charge code: **0961 6638 0002**

Persons entitled: **NATWEST MARKETS PLC AS SECURITY AGENT**

Brief description: **THE CHARGOR CHARGES WITH FULL TITLE GUARANTEE IN FAVOUR OF THE SECURITY AGENT THE REAL PROPERTY (INCLUDING THE LAND WITH TITLE NUMBER DY498774 IDENTIFIED IN SCHEDULE 2 OF THE CHARGING INSTRUMENT), THE INTELLECTUAL PROPERTY AND ALL RELATED RIGHTS. FOR MORE DETAILS PLEASE REFER TO THE CHARGING INSTRUMENT.**

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:

WATSON FARLEY & WILLIAMS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9616638

Charge code: 0961 6638 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st June 2021 and created by CHESTERFIELD COMMUNITY ENERGY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd June 2021 .

Given at Companies House, Cardiff on 3rd June 2021

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**

SECOND COMPOSITE DEBENTURE ACCESSION DEED

THIS DEED is dated 1 June 2021

BETWEEN:

- (1) The companies listed in Schedule 1 hereto (the "**Additional Chargors**"); and
- (2) NatWest Markets plc as trustee for the Secured Parties (the "**Security Agent**" 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 Facilities Agreement).

BACKGROUND:

- (A) We refer to the terms of a facilities agreement (the "**Facilities Agreement**") originally dated 5 April 2017, as amended on 7 April 2017 and 22 March 2021 and as amended and restated on or around the date of this Deed between, inter alia AIP Acquisitions II Limited as borrower and NatWest Markets plc as security agent.
- (B) The Additional Chargors are each a Subsidiary (as defined in the Facilities Agreement) of the Borrower.
- (C) Each of the Additional Chargors has agreed to enter into this Deed and to become a Chargor under a security agreement dated 28 May 2021 between the Original Chargors and the Security Agent (the "**Second Composite Debenture**").
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:**1 INTERPRETATION**

Terms defined in the Second Composite Debenture have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Finance Document.

2 ACCESSION

With effect from the date of this Deed the Additional Chargors:

- (a) will become a party to the Second Composite Debenture each as a Chargor;
- (b) grant Security to the Security Agent on the terms of Clause 3 (*Fixed Charges, Assignments and Floating Charge*) of the Second Composite Debenture including by way of first legal mortgage of the Real Property identified at Schedule 2 hereto (*Details of Mortgaged Property*);
- (c) will be bound by all the other terms of the Second Composite Debenture which are expressed to be binding on a Chargor.

3 MISCELLANEOUS

With effect from the date of this Deed:

- (a) the Second Composite Debenture will be read and construed for all purposes as if the Additional Chargors had each been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this Deed); and
- (b) any reference in the Second Composite Debenture to this Deed and similar phrases will include this Deed and all references in the Second Composite Debenture to Schedule 4 (or any part of it) will include a reference to the schedule to this Deed (or relevant part of it).

4 LAW

This Deed is governed by English law.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1**The Additional Chargors**

AIP Acquisitions VI Limited	(CRN: 12087644)
McEwan Solar Topco (1) Limited	(CRN: 08738816)
McEwan Solar Topco (2) Limited	(CRN: 08863367)
McEwan Solar HoldCo (1) Limited	(CRN: 08409534)
McEwan Solar HoldCo (2) Limited	(CRN: 08738818)
McEwan Owls Lodge HoldCo Limited	(CRN: 08409648)
McEwan Shelswell HoldCo Limited	(CRN: 08409591)
McEwan Skylark HoldCo Limited	(CRN: 08409593)
Arjun Infrastructure Partners III Limited	(CRN: 10638294)
AIP Acquisitions III Limited	(CRN: 10533056)
Blackdown Solar Power Limited	(CRN: 07413460)
Haslingfield Solar Park Limited	(CRN: 07471797)
Anesco Energy Services One Limited	(CRN: 08105007)
Holton Solar Farm Limited	(CRN: 08283473)
AEE Renewables UK 14 Limited	(CRN: 07424419)
Chesterfield Community Energy Limited	(CRN: 09616638)
Shelswell Solar Park Limited	(CRN: 07464048)
UK Solar Parks Limited	(CRN: 07286021)
Wadebridge Belectric Solar Ltd	(CRN: 07852613)
Weston Longville Solar Farm Limited	(CRN: 08083349)
Photon Power Limited	(CRN: 07918653)

SCHEDULE 2
DETAILS OF MORTGAGED PROPERTY

Additional Chorgor	Description of Property	Title Number
Blackdown Solar Power Limited	The leasehold premises known as land at Trickey Warren, Churchstanton, Taunton, together with the Switchgear House	ST306557
Haslingfield Solar Park Limited	The leasehold premises known as land at Cantelupe Farm, Cantelupe Road, Haslingfield.	CB371576 and CB371644
Anesco Energy Services One Limited	The leasehold premises known as solar park at East Farm, Codford, Warminster, Wiltshire BA12 OPJ.	WT310500
Holton Solar Farm Limited	The leasehold premises known as land at Holton Farm, Upper Holton, Halesworth and the Switchgear House.	SK348837
AEE Renewables UK 14 Limited	The leasehold premises known as land at Owls Lodge Farm, Longparish, Andover and the Switchgear House.	HP754742
Chesterfield Community Energy Limited	The land known as Oxcroft Solar Farm, Sanfree, Chesterfield, Derbyshire, S44 6AG.	DY498774
UK Solar Parks Limited	The leasehold premises known as Land at Home Farm Bourn, lying to the north of Caxton Road, Bourn, Cambridge.	CB374982
Shelswell Solar Park Limited	The leasehold premises known as part of Home Farm, Shelswell Park Estate, Fringford, Bicester OX27 8EH.	ON304578
Wadebridge Belectric Solar Ltd	The leasehold premises known as land at Middle Treworder Farm, Egloshayle, Wadebridge.	CL296610
Weston Longville Solar Farm Limited	The leasehold premises known as land at Woodforde Farm, Weston Longville and the Switchgear House.	NK431284
Photon Power Limited	The leasehold premises known as land at Whitchurch Farm, Radstock, Somerset, BA3 4DW	WS67221

EXECUTION PAGES TO SECOND COMPOSITE DEBENTURE DEED OF ACCESSION

THE ADDITIONAL CHARGORS

EXECUTED as a DEED by)
AIP ACQUISITIONS VI LIMITED)
acting by Nigel Hildyard a director)
and Julian Skinner a director)
)
)
)
)
)


Director


Director

EXECUTED as a DEED by)
MCEWAN SOLAR TOPCO (1) LIMITED)
acting by Nigel Hildyard a director)
and Julian Skinner a director)
)
)
)
)
)


Director


Director

EXECUTED as a DEED by)
MCEWAN SOLAR TOPCO (2) LIMITED)
acting by Nigel Hildyard a director)
and Julian Skinner a director)
)
)
)
)
)

... 
Director

... 
Director

EXECUTED as a DEED by)
MCEWAN SOLAR HOLDCO (1) LIMITED)
acting by Nigel Hildyard a director)
and Julian Skinner a director)
)
)
)
)
)

.....
[Redacted Signature]
Director

...
[Redacted Signature]
Director

EXECUTED as a DEED by)
MCEWAN SOLAR HOLDCO (2) LIMITED)
acting by Nigel Hildyard a director)
and Julian Skinner a director)
)
)
)
)
)

..
[Redacted Signature]
Director

...
[Redacted Signature]
Director

EXECUTED as a DEED by)
MCEWAN OWLS LODGE HOLDCO LIMITED)
acting by Nigel Hildyard a director)
and Julian Skinner a director)
)
)
)
)
)

...
[Redacted Signature]
Director

...
[Redacted Signature]
Director

EXECUTED as a DEED by)
MCEWAN SHELSWELL HOLDCO LIMITED)
acting by Nigel Hildyard a director)
and Julian Skinner a director)
)
)
)
)
)
)

... 
Director

... 
Di

EXECUTED as a DEED by)
MCEWAN SKYLARK HOLDCO LIMITED)
acting by Nigel Hildyard a director)
and Julian Skinner a director)
)
)
)
)
)
)

... 
Director

..... 
Dire

EXECUTED as a DEED by)
ARJUN INFRASTRUCTURE PARTNERS III LIMITED)
acting by Nigel Hildyard a director)
and Julian Skinner a director)
)
)
)
)
)
)

... 
Director

..... 
Director

EXECUTED as a **DEED** by)
AIP ACQUISITIONS III LIMITED)
acting by Nigel Hildyard a director)
and Julian Skinner a director)
)
)
)
)
)

..... 
Director

..... 
Director

EXECUTED as a **DEED** by)
BLACKDOWN SOLAR POWER LIMITED)
acting by Nigel Hildyard a director)
and Julian Skinner a director)
)
)
)
)
)

... 
Dir


Director

EXECUTED as a **DEED** by)
HASLINGFIELD SOLAR PARK LIMITED)
acting by Nigel Hildyard a director)
and Julian Skinner a director)
)
)
)
)
)

..... 
Director

... 
Director

EXECUTED as a DEED by)
ANESCO ENERGY SERVICES ONE LIMITED)
acting by Nigel Hildyard a director)
and Julian Skinner a director)
)
)
)
)
)

.....
Dire

.....
Director

EXECUTED as a DEED by)
HOLTON SOLAR FARM LIMITED)
acting by Nigel Hildyard a director)
and Julian Skinner a director)
)
)
)
)
)

...
Director

...
Director

EXECUTED as a DEED by)
AEE RENEWABLES UK 14 LIMITED)
acting by Nigel Hildyard a director)
and Julian Skinner a director)
)
)
)
)
)

.....
Dire

.....
Director

EXECUTED as a DEED by)
CHESTERFIELD COMMUNITY ENERGY LIMITED)
acting by Nigel Hildyard a director)
and Julian Skinner a director)
)
)
)
)
)

.....
Director

.....
Director

EXECUTED as a DEED by)
SHELLOWELL SOLAR PARK LIMITED)
acting by Nigel Hildyard a director)
and Julian Skinner a director)
)
)
)
)
)

.....
Director

.....
Director

EXECUTED as a DEED by)
UK SOLAR PARKS LIMITED)
acting by Nigel Hildyard a director)
and Julian Skinner a director)
)
)
)
)
)

.....
Director

.....
Director

EXECUTED as a DEED by)
WADEBRIDGE BELECTRIC SOLAR LTD)
acting by Nigel Hildyard a director)
and Julian Skinner a director)
)
)
)
)
)

.....
Director

.....
Dire

EXECUTED as a DEED by)
WESTON LONGVILLE SOLAR FARM LIMITED)
acting by Nigel Hildyard a director)
and Julian Skinner a director)
)
)
)
)
)

.....
Direc


...
Director

EXECUTED as a DEED by)
PHOTON POWER LIMITED)
acting by Nigel Hildyard a director)
and Julian Skinner a director)
)
)
)
)
)

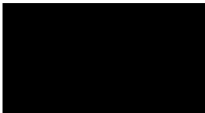
.....
Director

...
Director

THE SECURITY AGENT

EXECUTED as a DEED by)	...	
NATWEST MARKETS PLC)		<u>Ian Ellis</u>	
acting by its duly authorised)		Attorney-in-fact	
attorney acting under the authority of)			
that company)			

in the presence of:

Signature of witness ... 

Name of Witness Nicky Ellis

Address of Witness 15 Uplands Ashted Surrey KT21 2TN
.....
.....