



Registration of a Charge

Company name: **SOLAR FINCO 1 LIMITED**

Company number: **10483446**



X8Y4VQOZ

Received for Electronic Filing: **04/02/2020**

Details of Charge

Date of creation: **31/01/2020**

Charge code: **1048 3446 0005**

Persons entitled: **AVIVA PUBLIC PRIVATE FINANCE LIMITED**

Brief description:

Contains fixed charge(s).

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

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:

EXTERNAL OFFICER LIMITED



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10483446

Charge code: 1048 3446 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st January 2020 and created by SOLAR FINCO 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th February 2020 .

Given at Companies House, Cardiff on 5th February 2020

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**

31ST JANUARY 2020

SUBSEQUENT SUPPLEMENTAL DEBENTURE

Solar Finco 1 Limited (the Company)	(1)
Aviva Public Private Finance Limited (the Security Agent)	(2)

Ref: GW13/GS06
Borges Salmon LLP
www.borges-salmon.com
Tel: +44 (0)117 939 2292
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THIS DEED is dated 31st January 2020 and made

BETWEEN:

- (1) **SOLAR FINCO 1 LIMITED** a company incorporated in England and Wales with company number 10483446 whose registered office is at C/O External Services Limited, Central House 20 Central Avenue, St Andrews Business Park, Norwich, England, NR7 0HR (the "Company"); 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 Secured Parties (as defined below).

BACKGROUND:

- (A) The Company and the Security Agent are party to the debenture dated 24 November 2017 as supplemented on 1 December 2017, 20 April 2018 and 13 September 2018 and made between the Company and the Security Agent (the "Debenture").
- (B) This Deed is supplemental to the Debenture and it is intended that it takes effect as a deed notwithstanding that the Security Agent may have executed it under hand only.
- (C) The Company is obliged by the Debenture and the Facility Agreement (defined in the Debenture) to mortgage, charge and/or assign the additional property and assets to the Security Agent in the terms set out below.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

"Additional Assets" means the Additional Insurances, the Additional Key Contracts and the Additional Shares collectively.

"Additional Insurances" means any and all of the contracts of insurance and reinsurance that the Company is required to procure and maintain in accordance with clause 25.9 (*Insurances*) and Schedule 8 (*Insurances*) of the Facility Agreement not effectively charged or assigned pursuant to the Debenture.

"Additional Key Contracts" means each agreement specified in Schedule 1 (*Additional Key Contracts*) and all other agreements, instruments and rights relating to the Charged Assets (as defined in the Debenture) and the Additional Assets.

"Additional Shares" means the shares detailed in Schedule 2 (*Additional Shares*) issued to the Company.

"Secured Liabilities" has the same meaning given to it in the Debenture.

"Secured Parties" means the Finance Parties as defined in the Facility Agreement.

1.2 Definitions and Interpretation in Debenture

The terms of clause 1 (*Definitions and Interpretation*) of the Debenture shall apply in this Deed with all necessary modifications and as if they were set out in full in this Deed.

2 COVENANT TO PAY

2.1 Covenant to pay

The terms of clause 2 (*Covenant to Pay*) of the Debenture shall apply in this Deed with all necessary modifications and as if they were set out in full in this Deed.

3 CHARGES

The Company with full title guarantee hereby charges to the Security Agent (for the benefit of and as trustee for itself and each of the other Secured Parties), as a continuing security for the payment and discharge of the Secured Liabilities, the following assets from time to time owned by it or in which it may from time to time have an interest (beneficial or otherwise and the proceeds of sale or realisation thereof):

3.1 Assignment

By way of security assignment, the assets referred to in clause 3.3 (*Assignment*) of the Debenture to the extent that they relate to the Additional Assets.

3.2 Fixed Charge

To the extent that they are not subject to an assignment pursuant to Clause 3.1, by way of first fixed charge, the assets referred to in clause 3.2 (*Fixed Charge*) of the Debenture to the extent that they relate to the Additional Assets.

3.3 Further advances

The security created by this Deed is intended to secure further advances.

4 INCORPORATION

4.1 Incorporation

All the terms, powers and provisions contained in the Debenture are deemed to be incorporated into this Deed as if set out in full (with all necessary modifications) in this Deed and shall apply to the Additional Assets as if included in and mortgaged, charged and assigned by the Debenture.

4.2 Representations and undertakings

Without prejudice to the generality of clause 4.1 above, the Company:

- (a) represents and warrants to the Security Agent as trustee for itself and for the benefit of each of the other Secured Parties all the representations and warranties expressed or implied in or by the terms of the Debenture as if they were set out in full in this Deed; and
- (b) undertakes to the Security Agent as trustee for itself and for the benefit of each of the other Secured Parties all the undertakings and obligations expressed or implied in or by the terms of the Debenture as if they were set out in full in this Deed.

4.3 Continuation

- (a) Except insofar as supplemented hereby, the Debenture will remain in full force and effect.
- (b) The definitions of Insurances, Key Contracts and Shares in the Debenture shall hereby include the Additional Insurances, Additional Key Contracts and Additional Shares respectively.
- (c) The definition of Charged Assets in the Debenture shall hereby include the Additional Assets.
- (d) The definition of Security Documents in the Debenture shall hereby include this Deed.
- (e) References in the Debenture to "this Deed" and similar expressions shall be deemed to be references to the Debenture as supplemented by this Deed and to this Deed.

5 DESIGNATION

This Deed and the Debenture as supplemented by this Deed shall be designated a Finance Document.

6 COUNTERPARTS

This Deed may be signed in any number of counterparts and this has the same effect as if the signatures on counterparts were on a single copy of this Deed. Each counterpart, when executed and delivered, shall constitute an original of this Deed, but all the executed and delivered counterparts shall together constitute a single instrument.

7 THIRD PARTIES

For the purposes of section 1(2) of the Contracts (Rights of Third Parties) Act 1999 the parties state that they do not intend any term of this Deed to be enforced by any third parties.

8 LAW

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

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

Schedule 1

Additional Key Contracts

Part A

Project Documents

Master Services Agreement dated on or around the date of this Deed made between (1) Infram
LLP (registered number: OC428743) and (2) the Company

Part B

Intragroup / Shareholder Loans

N/A

Schedule 2

Additional Shares

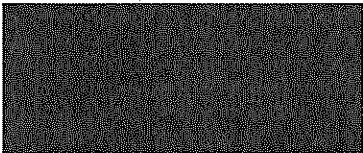
<u>Held By</u>	<u>Issued By</u>	<u>Number of Shares</u>	<u>Type and Denomination of Shares</u>
Solar Finco 1 Limited (Register Number: 10483446)	Wakehurst Renewables Limited (Registered Number: 08859291)	2,118,819	Ordinary shares of £0.01 each
Solar Finco 1 Limited (Register Number: 10483446)	Wakehurst Renewables Limited (Registered Number: 08859291)	1,000	Participating shares of £0.01 each
Solar Finco 1 Limited (Register Number: 10483446)	Hulse Energy Limited (Registered Number: 08871790)	424,315	Ordinary shares of £0.01 each
Solar Finco 1 Limited (Register Number: 10483446)	Hulse Energy Limited (Registered Number: 08871790)	1,000	Participating Shares of £0.01 each
Solar Finco 1 Limited (Register Number: 10483446)	Abercomyn Solar Limited (Registered Number: 08708172)	3,475,602	Ordinary shares of £0.01 each
Solar Finco 1 Limited (Register Number: 10483446)	Abercomyn Solar Limited (Registered Number: 08708172)	1,000	Participating shares of £0.01 each
Solar Finco 1 Limited (Register Number: 10483446)	Heulwen Solar Limited (Registered Number: 08839079)	4,392,449	Ordinary shares of £0.01 each
Solar Finco 1 Limited (Register Number: 10483446)	Heulwen Solar Limited (Registered Number: 08839079)	1,000	Participating shares of £0.01 each
Solar Finco 1 Limited (Register Number: 10483446)	Brookside Solar Limited (Registered Number: 08435388)	3,926,288	Ordinary shares of £0.01 each
Solar Finco 1 Limited (Register Number: 10483446)	Brookside Solar Limited (Registered Number: 08435388)	1,000	Participating shares of £0.01 each

and any further shares substitute or added by simple written instruction of the Company or owned by Company in respect of each company detailed in the column "Issued by" above, from time to time.

EXECUTION PAGES

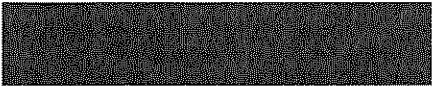
THE COMPANY

Executed as a Deed by)
SOLAR FINCO 1 LIMITED)
acting by GKREMPELS)
Director)



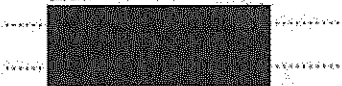
In the presence of:

Witness



Name
Address

ELEANOR BRACHER

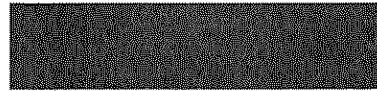


Occupation

PORTFOLIO ANALYST

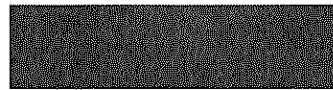
THE SECURITY AGENT

Executed as a Deed by)
AVIVA PUBLIC PRIVATE FINANCE)
LIMITED)
acting by)
JONATHAN PRICE)
Authorised Signatory)



In the presence of:

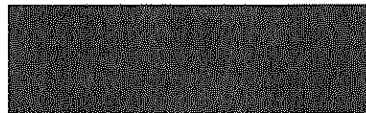
Witness



Name

..SABELLE..CAIN

Address



Occupation

..ANALYST