



**Registration of a Charge**

Company name: **HIGH POINT SOLAR LIMITED**

Company number: **08407533**



X6FGFI23

Received for Electronic Filing: **21/09/2017**

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**Details of Charge**

Date of creation: **18/09/2017**

Charge code: **0840 7533 0002**

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

Brief description: **THE CHARGOR CHARGES WITH FULL TITLE GUARNATEE THE LEASEHOLD PROPERTY KNOWN AS HIGH POINT FARM, NEEN SOLLARS, KIDDERMINSTER, WORCESTERSHIRE, DY14 9AD 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 THE INSTRUMENT FOR FURTHER DETAILS.**

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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.**

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



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

Company number: 8407533

Charge code: 0840 7533 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th September 2017 and created by HIGH POINT SOLAR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st September 2017 .

Given at Companies House, Cardiff on 25th September 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 18 SEPTEMBER 2017

HIGH POINT SOLAR LIMITED  
as Chargor

and

THE ROYAL BANK OF SCOTLAND PLC  
as Security Trustee

HIGH POINT MORTGAGE

I certify that the electronic copy  
instrument delivered as part of this  
application for registration is a  
correct copy of the original instrument  
Watson Farley & Williams LLP

Watson Farley & Williams LLP  
15 Appold Street  
London EC2A 2HB

THIS DEED is dated 18 SEPTEMBER 2017 between:

- (1) **HIGH POINT SOLAR LIMITED**, registered in England and Wales with company number 08407533 and registered address 7th Floor, 33 Holborn, London EC1N 2HU (the "**Chargor**"); and
- (2) **THE ROYAL BANK OF SCOTLAND PLC**, incorporated under the laws of Scotland with company number SC090312 whose registered office is 36 St Andrew Square, Edinburgh, EH2 2YB as security 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 18 SEPTEMBER 2017 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 [date] in favour of [security trustee] 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**

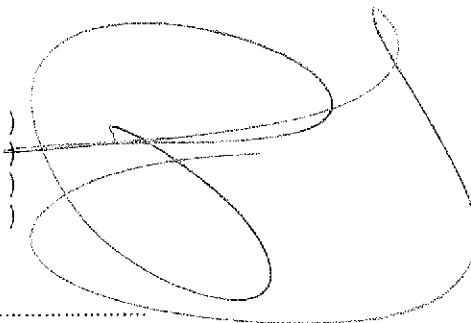
### **DETAILS OF MORTGAGED PROPERTY**

<b>Description of Property</b>	<b>Title Number</b>
Land at High Point Farm, Neen Sollars, Kidderminster, Worcestershire, DY14 9AD as demised by a lease dated 17 August 2017 between (1) Robert John Wall and (2) High Point Solar Limited	To be registered.

EXECUTION PAGE

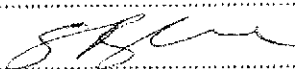
THE CHARGOR

EXECUTED as a DEED  
By HIGH POINT SOLAR LIMITED  
acting by a director  
in the presence of:



Signature of director ..... Paul McCartie

Name of director .....

Signature of witness ..... 

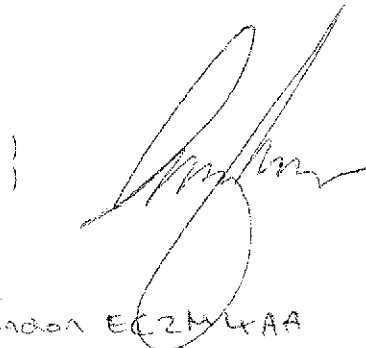
Name of Witness ..... Emma Blake  
(in block capitals) Solicitor

Address of Witness ..... Watson Farley & Williams LLP  
..... 15 Appold Street  
..... London EC2A 2HB

Occupation of witness .....

THE SECURITY TRUSTEE

SIGNED by  
THE ROYAL BANK OF SCOTLAND PLC




By: Craig Love

Address: 250 Bishopsgate, London EC2M 4AA

Fax:

Attention: Cara Canone

Signature of witness ..... 

Name of Witness ..... Emma Blake  
(in block capitals) Solicitor

Address of Witness ..... Watson Farley & Williams LLP  
..... 15 Appold Street  
..... London EC2A 2HB

Occupation of witness .....