



**Registration of a Charge**

Company name: **GREEN LANE SOLAR LIMITED**

Company number: **09034525**



X6DAEU7C

Received for Electronic Filing: **21/08/2017**

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**Details of Charge**

Date of creation: **01/08/2017**

Charge code: **0903 4525 0002**

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

Brief description: **THE CHARGOR CHARGES WITH FULL TITLE GUARANTEE THE LEASEHOLD PROPERTY KNOWN AS THE LAND AT GREEN LANE, MARCHINGTON REGISTERED UNDER TITLE NUMBER SF624994 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: 9034525

Charge code: 0903 4525 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st August 2017 and created by GREEN LANE SOLAR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st August 2017 .

Given at Companies House, Cardiff on 23rd August 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 1 August 2017

**GREEN LANE SOLAR LIMITED**  
as Chargor

and

**THE ROYAL BANK OF SCOTLAND PLC**  
as Security Trustee

**GREEN LANE 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 and Williams LLP*

*21/08/2017*

**WATSON FARLEY & WILLIAMS LLP**  
15 Appold Street  
London EC2A 2HB  
United Kingdom

THIS DEED is dated 1 August 2017 between:

- (1) **GREEN LANE SOLAR LIMITED**, registered in England and Wales with company number 09034525 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 1 August 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

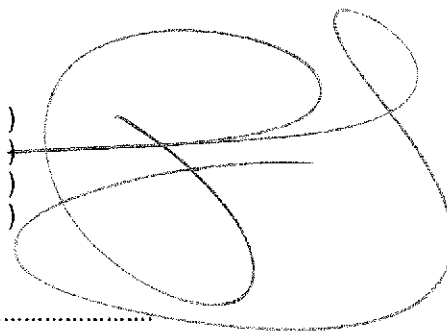
### DETAILS OF MORTGAGED PROPERTY

Description of Property	Title Number
Land and buildings known as land at Green Lane, Marchington as demised pursuant to a lease dated 16 March 2017 between (1) John William Cawser and (2) Green Lane Solar Limited.	<del>To be allocated.</del> SF624994 (Granted out of freehold title number SF374042)

EXECUTION PAGE


THE CHARGOR

EXECUTED as a DEED  
By GREEN LANE SOLAR LIMITED  
acting by a director  
in the presence of:

)  
)  
)  
)  


Signature of director .....

Name of director .....

Signature of witness  .....

Name of Witness  
(in block capitals) .....

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

Occupation of witness .....

THE SECURITY TRUSTEE

SIGNED by  
THE ROYAL BANK OF SCOTLAND PLC

)  
)  
  
Craig Love

By:

Address:

Fax:

Attention:

Signature of witness  .....

Name of Witness  
(in block capitals) .....

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

Occupation of witness .....