



Registration of a Charge

Company name: **LIGHTSOURCE SPV 231 LIMITED**

Company number: **09714131**



X70UHAQ0

Received for Electronic Filing: **02/03/2018**

Details of Charge

Date of creation: **01/03/2018**

Charge code: **0971 4131 0001**

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

Brief description: **THE CHARGOR CHARGES WITH FULL TITLE GUARANTEE IN FAVOUR OF THE SECURITY TRUSTEE THE REAL PROPERTY (INCLUDING ALL RELATED RIGHTS) AND THE INTELLECTUAL PROPERTY (INCLUDING ALL RELATED RIGHTS). FOR MORE DETAILS, PLEASE REFER TO THE 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: 9714131

Charge code: 0971 4131 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st March 2018 and created by LIGHTSOURCE SPV 231 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd March 2018 .

Given at Companies House, Cardiff on 6th March 2018

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**

Watson Farley & Williams LLP

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

EXECUTION VERSION

COMPOSITE DEBENTURE ACCESSION DEED

THIS DEED is dated 1 March 2018

BETWEEN:

- (1) **Lightsource SPV 231 Limited** (registered number 09714131) with its registered office at 7th Floor, 33 Holborn, London, England, EC1N 2HU (the "**Additional Chargor**"); and
- (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 Facilities Agreement).

BACKGROUND:

- (A) The Additional Chargor is a wholly-owned Subsidiary (as defined in the Facilities Agreement) of the Borrower.
- (B) The Additional Chargor has agreed to enter into this Deed and to become a Chargor under a security agreement dated 24 November 2017 between the Original Chargor and the Security Trustee (the "**Debenture**").
- (C) 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 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 Chargor:

- (a) will become a party to the Debenture as a Chargor;
- (b) grants Security to the Security Trustee on the terms of clause 3 (*Fixed Charges, Assignments and Floating Charge*); and
- (c) will be bound by all the other terms of the Debenture which are expressed to be binding on a Chargor.

3 MISCELLANEOUS

With effect from the date of this Deed:

- (a) the Debenture will be read and construed for all purposes as if the Additional Chargor had 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 Debenture to this Deed and similar phrases will include this Deed and all references in the Debenture to Schedule 2 (or any part of it) will include a reference to the schedule to this Deed (or relevant part of it).

4 LAW

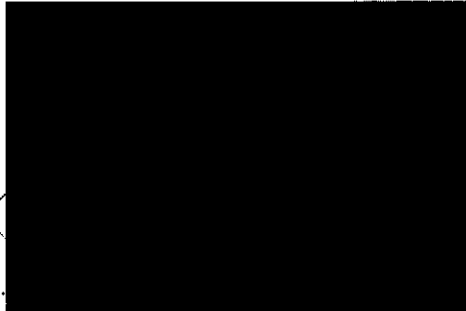
This Deed is governed by English law.

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

EXECUTION PAGES

THE ADDITIONAL CHARGOR

EXECUTED as a DEED)
by LIGHTSOURCE SPV 231 LIMITED)
acting by a director)
in the presence of:)



Signature of director

Name of director PAUL MCCARTIE

Signature of witness 

Name of Witness WILLIAM SELLARS
(in block capitals)

Address of Witness LEVEL 7
33 HOLBORN
LONDON
EC1N 2HU

Occupation of witness LEGAL COUNSEL

THE SECURITY TRUSTEE

SIGNED by)
THE ROYAL BANK OF SCOTLAND PLC)

By:

Address:

Fax:

Attention:

EXECUTION PAGES

THE ADDITIONAL CHARGOR

EXECUTED as a DEED)
by LIGHTSOURCE SPV 231 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

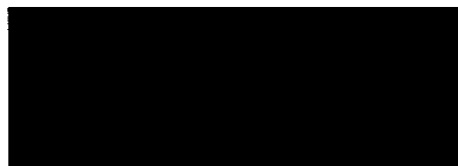
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Occupation of witness

THE SECURITY TRUSTEE

SIGNED by)
THE ROYAL BANK OF SCOTLAND PLC)



By: NEEL RASTOGI

Address: 135 BISHOPSGATE

Fax: LONDON

Attention: EC2M 3UR