



**Registration of a Charge**

Company name: **NINNIS FARM LIMITED**

Company number: **07468734**



X4NA3WRE

Received for Electronic Filing: **29/12/2015**

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**Details of Charge**

Date of creation: **22/12/2015**

Charge code: **0746 8734 0003**

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

Brief description: **LAND KNOWN AS SOLAR FARM AND ELECTRICITY SUB-STATION AT  
NINNIS FARM, ST AUSTELL, CORNWALL - TITLE NO.: CL296088.**

**Contains fixed charge(s).**

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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 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: **ASHURST LLP**



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

Company number: 7468734

Charge code: 0746 8734 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2015 and created by NINNIS FARM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th December 2015 .

Given at Companies House, Cardiff on 30th December 2015

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



## Mortgage

The persons listed in Schedule 1  
as Chargor

and

The Royal Bank Of Scotland Plc  
as Security Trustee

*22 December*

2015

THIS DEED is made on *22 December* 2015

**BETWEEN:**

- (1) **THE PERSONS** listed in schedule 1 (the "**Chargors**"); 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 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.

**THE PARTIES AGREE AS FOLLOWS:**

1. **DEFINITIONS**

In this Deed:

**"Mortgaged Property"** means:

- (a) the leasehold property of a Chargor 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.

2. **LEGAL CHARGE**

Each 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 its 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 each Chargor is disposing of its 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**

Each 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 its 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>Chargor</b>	<b>Registered number</b>	<b>Description of Property</b>	<b>Title Number</b>
Steadfast Parkhouse Solar Limited	08085255	Land on West Side of Salisbury Road, Tidworth	HP756470
Steadfast Rudge Solar Ltd	08103753	Land lying to the north-west of Rudge Manor Farm, Marlborough: an electricity substation at Rudge Manor Farm, Marlborough	WT308746
Steadfast Shipton Bellinger Solar Limited	08085267	Land known as the Solar Farm, Althornes Farm, Salisbury Road, Shipton Bellinger, Tidworth	HP756426
Ninnis Farm Limited	07468734	Land known as Solar farm and electricity sub-station at Ninnis Farm, St Austell, Cornwall	CL296088

EXECUTION PAGES (LEGAL MORTGAGE)

THE CHARGORS

Executed as a deed )  
by **STEADFAST PARKHOUSE SOLAR LIMITED** )  
in the presence of: )

Signature

Signature of witness

Name of witness

Address of witness

..... Georgina Kirkwood .....  
Dentons UKMEA LLP  
..... One Fleet Place .....  
London EC4M 7WS  
.....  
.....

Occupation of witness

Executed as a deed )  
By **STEADFAST RUDGE SOLAR LTD** )  
in the presence of: )

Signature

Signature of witness

Name of witness

Address of witness

..... Georgina Kirkwood .....  
Dentons UKMEA LLP  
..... One Fleet Place .....  
London EC4M 7WS  
.....  
.....

Occupation of witness

Executed as a deed )  
by **STEADFAST SHIPTON BELINGER SOLAR** )  
**LIMITED** in the presence of: )

Signature

Signature of witness

Name of witness

Address of witness

..... Georgina Kirkwood .....  
Dentons UKMEA LLP  
..... One Fleet Place .....  
London EC4M 7WS  
.....  
.....

Occupation of witness

Executed as a deed by )  
**Ninnis Farm Limited** acting by )  
director/attorney: )

Signature of director/attorney .....

Signature of witness .....

Name of witness ...

Address of witness .....  
Georgina Kirkwood  
Dentons UKMEA LLP  
One Fleet Place  
London EC4M 7WS  
.....

Occupation of witness .....



**THE SECURITY TRUSTEE**

Executed as a deed )  
by *Ann R. Patel* )  
for and on behalf of **THE ROYAL BANK** )  
**OF SCOTLAND PLC:**