



Registration of a Charge

Company name: **BODMIN SOLAR LIMITED**

Company number: **07835461**



X664LJZN

Received for Electronic Filing: **10/05/2017**

Details of Charge

Date of creation: **05/05/2017**

Charge code: **0783 5461 0004**

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

Brief description: **THE LAND LYING TO THE NORTH OF LOWER BODINIEL FARM, BODMIN, PL31 2PF (TITLE NUMBER CL286193) AND 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. PLEASE SEE FURTHER DETAILS IN SCHEDULE 1 OF THE INSTRUMENT.**

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 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: 7835461

Charge code: 0783 5461 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th May 2017 and created by BODMIN SOLAR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th May 2017 .

Given at Companies House, Cardiff on 11th May 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 5 May 2017

BODMIN SOLAR LIMITED
as Chargor

and

THE ROYAL BANK OF SCOTLAND PLC
as Security Trustee

MORTGAGE

(Bodmin)

WE HEREBY CERTIFY THIS DOCUMENT TO BE A TRUE
COPY OF THE ORIGINAL
Watson Farley & Williams LLP
WATSON FARLEY & WILLIAMS LLP
15 Appold Street
London EC2A 2HB
United Kingdom

THIS DEED is dated 5 May 2017 between:

- (1) **BODMIN SOLAR LIMITED** registered in England and Wales with company number 07835461 whose registered office is at 7th Floor, 33 Holborn, London EC1N 2HU (the "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 Facility Agreements and the Intercreditor 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 25 December 2015 between, amongst others, the Original Chargors (as defined therein) and the Security Trustee, as amended, varied, novated or supplemented from time to time and to which the Chargor has acceded.

"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.

2 Legal Charge

The Chargor charges with full title guarantee in favour of the Security Trustee (as Security Trustee for the Secured Parties) as continuing security for 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 The Royal Bank of Scotland plc 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.

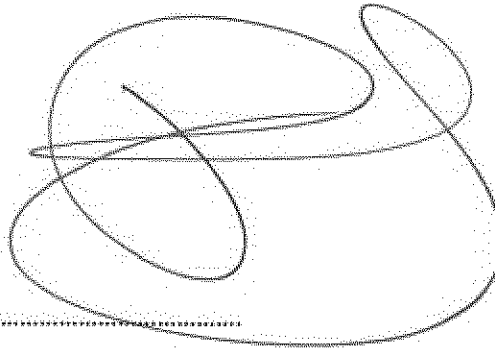
**SCHEDULE 1
DETAILS OF MORTGAGED PROPERTY**

Description of Property	Title Number
The land lying to the north of Lower Bodiniel Farm, Bodmin, PL31 2PF, as demised by a lease dated 5 December 2011 between (1) Robin Andrew Bryant and Rosemary Diane Bryant and (2) Bodmin Solar Limited.	CL286193

EXECUTION PAGES

THE CHARGOR

EXECUTED as a DEED)
by BODMIN SOLAR LIMITED)
acting by a director)
in the presence of:)



Signature of director

Name of director PAUL MCCARTIE

Signature of witness 

Name of Witness
(in block capitals)

Address of Witness Catherine Killeen
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)



By: CRAG COVE
Address: 250 BISHOPSGATE,
Fax: LONDON, EC2M 4AA
Attention: CARA CANNON