128478/13

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01
Particulars of a charge

Companies House

A fee is payable with this form
Please see 'How to pay' on the last page

You can use the WebFiling service to file this form online.
Please go to www companieshouse gov uk

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument

✗ **What this form is NOT for**
You may not use this form to register a charge where there is no instrument Use form MR08

For further information, please refer to our guidance at

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge If delivered outside of the 21 days it will be rejected unless it is accompanied court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form This will scanned and placed on the public record **Do not send the original**

THURSDAY

S4B9Z962
SCT 09/07/2015 #374
COMPANIES HOUSE

1 Company details

For official use 1 0

Company number	0 4 3 9 1 9 3 9
Company name in full	LITTLE RAITH WIND FARM LIMITED

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date	d 0 d 7 m 0 m 7 y 2 y 0 y 1 y 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name	BARCLAYS BANK PLC
Name	
Name	
Name	

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge

MR01
Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

Tenant's interest in Lease of Little Raith Wind Farm as more particularly described in paper apart

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☑ **Yes**

☐ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

☑ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box

☐ **Yes**

☑ **No**

8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

❶ This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X DLA Piper Scotland LLP X

This form must be signed by a person with an interest in the charge

MR01
Particulars of a charge

Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form The contact information you give will be visible to searchers of the public record

Contact name SARAH CASHMORE

Company name DLA PIPER SCOTLAND LLP

Address COLLINS HOUSE

RUTLAND SQUARE

Post town EDINBURGH

County/Region

Postcode E H 1 2 A A

Country

DX ED271

Telephone 01312425580

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

Important information

Please note that all information on this form will appear on the public record

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www companieshouse gov uk or email enquiries@companieshouse gov uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

This is the paper apart referred to in the foregoing Form MR01 in respect of the Standard Security by Little Raith Wind Farm Limited in favour of Barclays Bank plc dated 8 July 2015

Property description

ALL and WHOLE the tenant's interest in the lease of the subjects shown outlined in red on the Plan annexed and executed as relative to the lease made between Andrew Michael John Wemyss, Charles John Wemyss, Anthony Robert Lindsay, Lord Balniel and William Henry Marcello Parente, the present trustees acting under the Deed of Trust granted by Captain Michael John Wemyss of Wemyss and Torrie dated Sixth November Nineteen hundred and Fifty two and registered in the Books of Council and Session on Seventeenth January Nineteen hundred and Fifty three and Little Raith Wind Farm Limited dated 7, 15 and 17 March and 3 May 2011 and registered in the Books of Council and Session on 9 June 2011 as subsequently varied by a) a Minute of Variation between said parties dated 15, 17, 18 and 29 August 2011 and registered in the Books of Council and Session on 3 October 2011 and registered in the Land Register of Scotland under Title Number FFE98434, and b) a Minute of Variation between the same parties dated 13, 16, 18 and 19 February and 8 June 2015 which lease and Minutes of Variation are registered (and in the case of the latter Minute of Variation undergoing registration) in the Land Register of Scotland under Title Number FFE98434 (the "**Property**"),

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 4391939

Charge code: 0439 1939 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th July 2015 and created by LITTLE RAITH WIND FARM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th July 2015.

Given at Companies House, Cardiff on 20th July 2015

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

STANDARD SECURITY

by

LITTLE RAITH WIND FARM LIMITED

in favour of

BARCLAYS BANK PLC

(as Security Trustee)

Subjects: Little Raith Wind Farm

DLA PIPER
WE HEREBY CERTIFY THIS TO BE A TRUE COPY
OF THE ORIGINAL
DATE 8/07/2015
SIGNED
DLA PIPER UK LLP
DLA PIPER SCOTLAND LLP

We, **LITTLE RAITH WIND FARM LIMITED**, a company incorporated in England and Wales under the Companies Acts (registered number 04391939) and having our registered office at Bow Chambers, 8 Tib Lane, Manchester M2 4JB, hereby in security for our undertaking to pay and discharge all or any of the Secured Obligations (as defined below) owed to any Secured Finance Parties including **BARCLAYS BANK PLC**, a company incorporated in England and Wales with number 01026167 and having its registered office at 1 Churchill Place, London E14 5HP, in its capacity as Security Trustee for the Secured Finance Parties and any of their transferees, assignees or successors in title from time to time permitted under the Facility Agreement (as defined below) (hereinafter referred to as the **"Security Trustee"**), hereby grant a standard security in favour of the Security Trustee over ALL and WHOLE the tenant's interest in the lease of the subjects shown outlined in red on the Plan annexed and executed as relative hereto and made between Andrew Michael John Wemyss, Charles John Wemyss, Anthony Robert Lindsay, Lord Balniel and William Henry Marcello Parente, the present trustees acting under the Deed of Trust granted by Captain Michael John Wemyss of Wemyss and Torrie dated Sixth November Nineteen hundred and Fifty two and registered in the Books of Council and Session on Seventeenth January Nineteen hundred and Fifty three and Little Raith Wind Farm Limited dated 7, 15 and 17 March and 3 May 2011 and registered in the Books of Council and Session on 9 June 2011 as subsequently varied by a) a Minute of Variation between said parties dated 15, 17, 18 and 29 August 2011 and registered in the Books of Council and Session on 3 October 2011 and registered in the Land Register of Scotland under Title Number FFE98434, and b) a Minute of Variation between the same parties dated 13, 16, 18 and 19 February and 8 June 2015 which lease and Minutes of Variation are registered (and in the case of the latter Minute of Variation undergoing registration) in the Land Register of Scotland under Title Number FFE98434 (the **"Property"**), The Standard Conditions (the **"Standard Conditions"**) specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended by the Redemption of Standard Securities (Scotland) Act 1971, and any lawful variation thereof operative for the time being shall apply except as varied, where, in accordance with (i) the Facility Agreement as aforesaid and (ii) the conditions set out in Part 1 of the schedule annexed and executed as relative hereto (the **"Schedule"**), declaring that in the event of any inconsistency between the terms of this Standard Security and the said Facility Agreement, to the extent lawfully possible, the terms of the Facility Agreement shall prevail,

1 In this Standard Security

(i) terms defined in, or construed for the purposes of, the Facility Agreement (as defined below) have the same meanings when used in this Standard Security (unless the same are otherwise defined in this Standard Security) and unless a contrary indication appears, the provisions of Clause 1 3 (*Construction*) of the Facility Agreement apply to this Standard Security as though set out in full in this Standard Security, except that references to "this Agreement" will be construed as references to this Standard Security, and

(ii) the following expressions shall so far as the context so admits have the following meanings

1 1 **"Acceleration Event"** means an Event of Default in respect of which any notice has been issued or rights exercised by the Agent under clause 35 22 (Acceleration) of the Facility Agreement,

1 2 **"Chargor"** means the said Little Raith Wind Farm Limited referred to as the Borrower the Facility Agreement as the granter or granters of this Standard Security and includes executors or representatives and (i) all obligations imposed on the Chargor shall bind the Chargor and its executors and representatives all jointly and severally, (ii) where two or more persons are

included in the expression "Chargor" all obligations imposed on the Chargor in this Standard Security shall bind all such persons and their respective executors and representatives all jointly and severally, and (iii) where any corporation, company, firm or other body is included in the expression "Chargor" reference to executors or representatives shall be construed as references to successors,

1 3 **"Facilities Agreement"** means the term facilities agreement dated the same date as this Deed and made between (1) the Chargor (as Borrower), (2) KRL (LR) Limited (as HoldCo), (3) Barclays Bank PLC (as Mandated Lead Arranger), (4) Barclays Bank PLC (as Agent), (5) Barclays Bank PLC (as Account Bank), (6) Barclays Bank PLC (as Security Trustee) and (7) the financial institutions listed therein (as Original Lenders) pursuant to which the Original Lenders agreed to make certain facilities available to the Chargor as Borrower,

1 4 **"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Obligor to any Secured Finance Party under or pursuant to any Finance Document and all or any monies liabilities and obligations covenanted to be paid under this Standard Security,

2 Unless a contrary indication appears, any reference in this Standard Security to:-

2 1 "Chargor", "Security Trustee" or any other "Finance Party" shall be construed so as to include its successors in title, permitted assignees and permitted transferees,

2 2 "Standard Security", "Facility Agreement", or any other "Finance Document" or any other agreement or instrument shall be construed as a reference to this Standard Security, the Facility Agreement, such other Finance Document or, as the case may be, such other agreement or instrument as amended, supplemented, novated and/or replaced in any manner from time to time (even if any of the same increases the obligations of the Chargor or provides for further advances),

2 3 "including" or "includes" means including or includes without limitation;

2 4 A provision of law is a reference to that provision as amended or re-enacted, and,

2 5 The singular includes the plural and vice versa.

3. Governing Law And Jurisdiction

3 1 This Standard Security shall be construed and governed in all respects in accordance with the law of Scotland

3 2 For the benefit of the Security Trustee, the Chargor irrevocably agrees that the Court of Session in Edinburgh is to have jurisdiction to settle any disputes which may arise out of or in connection with this Standard Security (**"Dispute"**) and that, accordingly, any suit, action or proceedings arising out of or in connection with this Standard Security ("Proceedings") may be brought in that Court and for no other purposes the Chargor irrevocably prorogates the jurisdiction of that Court The Chargor irrevocably waives any objection to Proceedings in that Court on the grounds of venue or on the ground that the Proceedings have been brought in an inconvenient forum.

3 3 This clause 3 1 to 3 3 (inclusive) is for the benefit of the Security Trustee only. As a result, the Security Trustee (acting on the instructions of the Majority Lenders) shall not be prevented from taking Proceedings relating to a Dispute in any other courts with jurisdiction

To the extent allowed by law, the Security Trustee (acting on the instructions of the Majority Lenders) may take concurrent proceedings in any number of jurisdictions

3.4 And the Chargor grants warrandice, And the Chargor consents to registration for preservation **IN WITNESS WHEREOF** these presents typewritten on this and the three preceding pages together with the Schedule and Plans annexed as relative hereto are executed by the said Little Raith Farm Limited as follows·

by

..... Director/~~Company Secretary/Authorised Signatory~~

ADRIAN KIRK Full Name

at

on the 1st ..... day of July .. 2015

before this witness.

..... Witness

KIRSTY MCLEAN Full Name

... PINSENT MASONS LLP Address
SOLICITORS
PRINCES EXCHANGE
1 EARL GREY STREET
EDINBURGH
EH3 9AQ

This is the Schedule referred to in the forgoing Standard Security by Little Raith Wind Farm in favour of Barclays Bank plc, as Security Trustee

Part 1: Variations to the Standard Conditions

1. Definitions

1.1 **"Planning Acts"** means the Town and Country Planning (Scotland) Act 1997, the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997, the Planning (Hazardous Substances) (Scotland) Act 1997, the Planning (Consequential Provisions) (Scotland) Act 1997, the Local Government and Planning (Scotland) Act 1982, the Planning (Scotland) Act 2006 and any future legislation of like purpose or of a similar nature,

1 2 **"Security Period"** means the period beginning on or around the date of execution of the foregoing Standard Security and ending on the date on which the Security Trustee is satisfied that the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and the Security Trustee has no further commitment, obligation or liability to any Obligor,

2. Default

Standard Condition 9 (1) of the Standard Conditions shall be varied such that the Chargor shall only be held to be in default upon the occurrence of an Acceleration Event,

3. Negative pledge and disposals

3 1 The Chargor shall not do or agree to do any of the following without the prior written consent of the Security Trustee

3 1 1 create or permit to subsist any Security over the Property other than as created by the foregoing Standard Security, or

3 1 2 sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in the Property except as permitted by the Facility Agreement

4. Property generally

4 1 The Chargor shall

4.1 1 notify the Security Trustee immediately upon receipt of every notice, order, application, requirement or proposal given or made in relation to the Property by any competent authority, and (if required by the Security Trustee)

4 1.1 1 as soon as reasonably practicable, provide it with a copy of the same, and

4 1 1 2 either (A) comply with such notice, order, application, requirement or proposal or (B) make such objections to the same as the Security Trustee may reasonably require or approve,

4.2 pay all rates, rents and other outgoings owed by it in respect of the Property (save where the same are being disputed in good faith) to the extent that failure to do so has or is reasonably likely to have a Material Adverse Effect,

4 3 comply with

4.3.1 all obligations in relation to the Property under any present or future regulation or requirement of any competent authority or any Authorisation, and

4 3 2 all covenants and obligations affecting the Property (or its manner of use),

where failure to do so has or is reasonably likely to have a material detrimental effect;

4 4 not, except with the prior written consent of the Security Trustee, enter into any onerous or restrictive obligation affecting the Property (except as permitted by the Facility Agreement) where the entry into of such obligation has or is reasonably likely to have a Material Adverse Effect,

4 5 provide the Security Trustee with all information which it may reasonably request in relation to the Property, and

4.6 not do, cause or permit to be done anything which would be reasonably likely to, in any way, to depreciate, jeopardise or otherwise prejudice the value or marketability of the Property (or make any omission which has such an effect)

5. Deposit of documents and notices relating to the Property

The Chargor shall deposit with the Security Trustee

5 1 all deeds and documents of title relating to the Property, and

5 2 all local authority searches and reports and all Land Register documents relating to the Security Trustee's interest in the Property and property and charges searches and similar documents received by or on behalf of the Chargor,

which the Security Trustee may hold throughout the Security Period

6. Property Undertakings - maintenance

6 1 The Chargor shall maintain all buildings and erections forming part of the Property in a reasonable state of repair

6 2 The Chargor shall not, except with the prior written consent of the Security Trustee (or as expressly permitted under the Facility Agreement)

6 2 1 confer on any person any lease or tenancy of any of the Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power), Declaring that the Security Trustee consents to the sub-lease among (1) Andrew Michael John Wemyss, Torrie House, Newmills, Dunfermline, Fife, Charles John Wemyss, Hill of Invermay, Forteviot, Perthshire, Anthony Robert Lindsay, Lord Balniel of Balcarres, Colinsburgh, Leven, Fife and William Henry Marcello Parente, Welbeck Abbey, Welbeck, Worksop, Nottinghamshire, the present trustees acting under the Deed of Trust granted by Captain Michael John Wemyss of Wemyss and Torrie dated Sixth November Nineteen hundred and

Fifty two and registered in the Books of Council and Session on Seventeenth January Nineteen hundred and Fifty three, (2) the Chargor, and (3) and S P Distribution Limited (Company Number SC189125) having their registered office at 1 Atlantic Quay, Glasgow, G2 8SP, dated 19 February 2012 and registered in the Books of Council and Session on 16 November 2012;

6 2 2 confer on any person any right or licence to occupy any land or buildings forming part of the Property, or

6 2 3 grant any licence to assign or sub-let any part of the Property.

6 3 The Chargor shall not carry out any development within the meaning of the Planning Acts in or upon any part of the Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and without first obtaining the written consent of the Security Trustee Declaring that the Security Trustee consents to development of a wind farm pursuant to the planning permission granted by Fife Council on 16 March 2009 (Ref 08/01053/WEIA) as subsequently varied by the Fife Council on 13 August 2010 (Ref 10/02234/FULL)

6 4 The Chargor shall not do, or knowingly permit to be done, anything as a result of which any lease which is necessary for the conduct of its business would be reasonably likely to be irritated or otherwise determined, and which is a matter which the landlord is aware of

6 5 The Chargor shall permit the Security Trustee and any person nominated by it at all reasonable times with reasonable notice to enter any part of the Property and view the state of it

7. Property Undertakings - title investigation

As soon as reasonably possible upon demand by the Security Trustee at any time during which an Event of Default is continuing, the Chargor shall at its own expense

7 1 grant to the Security Trustee on request, all reasonable facilities within the power of the Chargor to enable the Security Trustee (or its lawyers) to carry out investigations of title to the Property and to make all enquiries in relation to any part of the Property which a prudent lender might carry out,

7 2 provide the Security Trustee with a report as to the Chargor's title to the Property (concerning those items which may properly be sought to be covered by a prudent lender in a lawyer's report of this nature)

8. Insurance

8 1 The Chargor shall at all times comply with its obligations as to insurance contained in the Facility Agreement (and in particular, clause 34 15 of the Facility Agreement).

8 2 If at any time the Chargor defaults in

8 2 1 effecting or keeping up the insurances required under the Facility Agreement; or

8.2.2 producing any insurance policy or receipt to the Security Trustee on demand,

the Security Trustee may (without prejudice to its rights under clause 9 (Power to Remedy) take out or renew such policies of insurance in any sum which the Security Trustee may

reasonably think expedient All monies which are expended by the Security Trustee in doing so shall be deemed to be properly paid by the Security Trustee and shall be reimbursed by the Chargor on demand

8 3 The Chargor shall notify the Security Trustee if any claim arises or will be made under the Insurances

8 4 The Chargor shall diligently pursue its rights under the Insurances (as defined in the Facility Agreement) having regard to the commercial interests thereof and the best interests of the Group

8 5 In relation to the proceeds of Insurances, after an Acceleration Event has occurred

8.5 1 the Security Trustee shall have the sole right to settle or sue for any such claim and to give any discharge for insurance monies, and

8.5.2 all claims and monies received or receivable under any Insurances shall (subject to the rights or claims of any lessor or landlord or tenant of any part of the Property) be applied in accordance with the Facility Agreement

9. Power to remedy

9.1 If at any time the Chargor does not comply with any of its obligations under the foregoing Standard Security within any applicable grace period, the Security Trustee (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default The Chargor irrevocably authorises the Security Trustee and its employees and agents by way of security to do all such things (including entering the property of the Chargor) which are necessary to rectify that default

9 2 The exercise of the powers of the Security Trustee under this clause 9 shall not render it, or any other Secured Finace Party, liable as a heritable creditor in possession

9.3 The Chargor shall pay to the Security Trustee on demand any monies which are expended by the Security Trustee in exercising its powers under this clause 9, together with interest at the Default Rate determined in accordance with the Facility Agreement from the date on which those monies were expended by the Security Trustee (both before and after judgment) until such payment.

10. Notices

10.1 Facilities Agreement provisions

The provisions of clause 42 (*Notices*) of the Facilities Agreement (other than clauses 42 5 (*Electronic communication*) and 42 6 (*Use of websites*) shall apply mutatis mutandis to this Standard Security as if set out in full herein

10.2 Addresses for notices

The addresses and facsimile numbers of the parties for the purposes of this clause 10 are:

The Security Trustee

Address 10 The South Colonade

Canary Wharf
London
E14 4PU

For the attention of	Asset Management
Fax number	0207 773 1840

The Chargor

Address	Bow Chambers, 8 Tib Lane, Manchester M2 4JB
For the attention of	Andrew Page
Fax number	0161 832 3650

or such other address or facsimile number in the United Kingdom as may be notified in writing from time to time by the relevant party to the other

Signature . . . . . .

Signed by. ASHLAN KIRK Director/Company Secretary/Authorised Signatory

For and on behalf of the said Little Raith Wind Farm Limited