

MG02

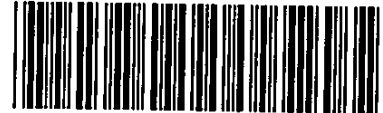
Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

☐ **What this form is NOT for**
You cannot use this form to register
a statement of satisfaction
or in part of a fixed charge
company registered in Scotland.
If you do this, please use form N.

THURSDAY



LD4 "L1KSE275" 01/11/2012 #53
COMPANIES HOUSE

1 Company details

Company number 4 4 9 3 8 7 6

Company name in full Black Hill Wind Farm Limited (the "Company")

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Creation of charge

Date charge created d1 d6 m0 m1 y2 y0 y0 y7

Description ① A Fixed and Floating Security Document (the "Security Document")

Date of registration ② d1 d8 m0 m1 y2 y0 y0 y7

① You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'

② The date of registration may be
confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name The Bank of Tokyo-Mitsubishi UFJ, Ltd (The "Security Agent")

Address Ropemaker Place, 25 Ropemaker Street, London

(Previously 2nd Floor, 12-15 Finsbury Circus, London, EC2M 7BT)

Postcode E C 2 Y 9 A N

Name

Address

Postcode

Name

Address

Postcode

Continuation page
Please use a continuation page if
you need to enter more details

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4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if
you need to enter more details

Short particulars

(PLEASE SEE ATTACHED CONTINUATION SHEET)

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has
been paid or satisfied ①

- ☒ In full
☐ In part

① Please tick one box only

6

Signature

Please sign the form here

Signature

Signature

X  X

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

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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 Clive Weston/Nao Yoshida

Company name Norton Rose LLP (Collect London Counters)

Address 3 More London, Riverside

London

Post town

County/Region

Postcode

S

E

1

2

A

Q

Country UK

DX

Telephone +44 (0)20 7283 6000



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 completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form



Important information

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



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

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4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Black Hill Wind Farm Limited (Company Number: 4493876)</p> <p>1 Fixed Charges</p> <p>The Company, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Security Agent (as trustee for the Finance Parties)</p> <p>1.1 Present Real Property: by way of legal mortgage, all Real Property in England and Wales belonging to it at the date of the Security Document</p> <p>1.2 Future Real Property: by way of fixed equitable charge, all other Real Property belonging to it at the date of the Security Document and all Real Property acquired by it in the future, and</p> <p>1.3 Other Assets: by way of fixed charge, all its present and future</p> <ul style="list-style-type: none"> (a) Book Debts, (b) Bank Accounts (excluding the Distribution Account and Existing Project Accounts), (c) Investments, (d) uncalled capital and goodwill, (e) plant and machinery (except that mortgaged or charged by paragraphs 1 (<i>Present Real Property</i>) or 2 (<i>Future Real Property</i>) above) but including that described in Schedule 3 (<i>Plant and Machinery</i>) to the Security Document, (f) all of the present future right, title and interest of the Company in, to and under the Project Documents and all moneys which at any time may be or become payable to the Company pursuant thereto and judgements which may at any time be receivable by the Company pursuant thereto, (g) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits, and (h) the benefit of any outstanding inter-company loan made by it to any Obligor or other rights under the terms of the Cash Pooling and Intercompany Loan Agreement <p>2 Charged Documents and Material Insurances</p> <ul style="list-style-type: none"> (a) The Chargor assigns the benefit of all Project Documents and, for the avoidance of doubt, the Equity Contribution Agreement and the Cash Pooling and Intercompany Loan Agreement (each as amended from time to time), to which it is party (except those relating to land to the extent such documents are subject to a legal mortgage) to the Security Agent (such Project Documents to be the "Charged Documents") (b) The Chargor assigns the benefit of all Insurances to the Security Agent (such Insurances to be the "Charged Insurances") <p>3 Floating Charge</p> <p>The Chargor, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Security Agent (as trustee for the Finance Parties) by way of floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by paragraph 1 (<i>Fixed Charges</i>) above)</p>

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4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>In this form, any capitalised terms which are not defined have the meaning given to them in the Common Terms Agreement (as defined below) unless otherwise stated herein</p> <p>"Bank Accounts" of the Company means all current, deposit or other accounts with any bank or financial institution in which the Company at the date of the Security Document or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts</p> <p>"Book Debts" of the Company means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Security Document or in the future due, owing or payable to the Company and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind</p> <p>"Borrowers" means</p> <ul style="list-style-type: none"> (a) RES Wind Farm Holdings Limited, (b) CEPE du Souleilla s a r l , (c) CEPE du Haut Cabardès s a r l (Pradelles), (d) Haut Cabardès-Cabrespine Wind Farm , (e) CEPE des Claves s a r l , (f) CEPE du Haut-Languedoc s a r l , (g) CEPE de Cuxac s a r l , <p>"Cash Pooling and Intercompany Loan Agreement" means the agreement of that name entered into on or about 22 March 2005 between each of the Obligors</p> <p>"Chargor" means the Company</p> <p>"Common Terms Agreement" means the common terms and definitions agreement dated 22 March 2005 (as amended from time to time) between, amongst others, RES Wind Farm Holdings Limited, The Bank of Tokyo-Mitsubishi, Ltd., BNP Paribas and Royal Bank of Canada, as Lead Arrangers and The Bank of Tokyo-Mitsubishi, Ltd as Facility Agent and Security Agent</p> <p>"Distribution Account" means each account named "Distribution Account" and held by an Obligor at the Account Bank</p> <p>"Existing Project Accounts" means the bank accounts listed in Schedule 17 of the Common Terms Agreement</p> <p>"Facility Agent" means The Bank of Tokyo-Mitsubishi UFJ, Ltd of 12-15 Finsbury Circus, London, EC2M 7BT or any other person appointed as such in the manner contemplated by clause 33 (Role of the Administrative Parties) of the Common Terms Agreement</p> <p>"Finance Documents" means.</p> <ul style="list-style-type: none"> (a) the Common Terms Agreement,

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4	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>(b) the Facility Agreements,</p> <p>(c) the equity contribution agreement dated 22 March 2005 and entered into between, amongst others, each Obligor, the Security Agent, the Shareholders and Sir Robert McAlpine Enterprises Limited and any equity contribution agreement in respect of a Future Construction Wind Farm (as defined in the Common Terms Agreement) in substantially the same form,</p> <p>(d) the documents listed in Schedule 13 (<i>Security Documents</i>) of the Common Terms Agreement to be given by the Obligors and the Shareholders and any documents entered into to create, or otherwise in connection with, any Security Interests required to be granted in favour of the Security Agent to the Finance Parties in respect of any Future Wind Farm in accordance with clause 4.2.4(c) (<i>Future Lenders and Future Facilities</i>) of the Common Terms Agreement,</p> <p>(e) the Direct Agreements;</p> <p>(f) the Hedging Agreement entered into between a Hedging Bank and a Borrower,</p> <p>(g) each Fee Letter,</p> <p>(h) the accounts agreement dated on or around the same date as the Common Terms Agreement and entered into between each Obligor and the Facility Agent in relation to the operation of the Project Accounts,</p> <p>(i) the account bank agreement dated on or around 22 March 2005 and entered into between each Obligor, the Facility Agent and the Account Bank in relation to the operation of the Project Accounts;</p> <p>(j) the Accounts Operating Mandate as defined in the account bank agreement dated on or around 22 March 2005 and entered into between each Obligor, the Facility Agent and the Account Bank in relation to the operation of the Project Accounts,</p> <p>(k) the intercreditor deed dated on or around 22 March 2005 and entered into between, amongst others, the Obligors, the Facility Agent, the Security Agent, the Hedging Banks, the Lenders, the Lead Arrangers and the Shareholders;</p> <p>(l) each Transfer Agreement,</p> <p>(m) each letter issued to the Royal Bank of Scotland plc and/or Ulster Bank as the case may be (and copied to the Facility Agent, dated on or about 22 March 2005) by the relevant account holder,</p> <p>(n) the Cash Pooling and Intercompany Loan Agreement,</p> <p>(o) any deeds or documents by which any person accedes to any of the above, and</p> <p>(p) any other document relating to the Facilities which the Facility Agent and the Obligors' Agent agree should be designated a Finance Document including any documents between any Obligor and the Finance Parties entered into in connection with any Future Debt, in each case, as amended from time to time</p> <p>"Finance Parties" means the Facility Agent, the Lead Arrangers, the Security Agent, each Hedging Bank, the Account Bank and Local Account Bank, any arranger in respect of any Future Debt and the Lenders and "Finance Party" means any one of them</p> <p>"Future Wind Farm" means a Wind Farm in the Portfolio other than those listed in paragraphs (a) - (n) (inclusive) of the definition of Wind Farms</p>	

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Short particulars	<p>"Investments" of the Company means.</p> <p>(a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),</p> <p>(b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,</p> <p>(c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and</p> <p>(d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights, in each case at the date of the Security Document or in the future owned by the Company or (to the extent of its interest) in which the Company now or in the future has an interest.</p> <p>"Liabilities", which are defined in the Security Document as meaning all present and future moneys, debts and liabilities due, owing, accrued (whether or not due at such time) or incurred by the Company or any other Obligor to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, whether or not matured and whether as principal, surety or otherwise), and includes, but is not limited to, any such moneys, debts or liabilities arising in connection with any Future Wind Farm (or Financing Costs in respect thereof) or any wind farm project which the parties agree to treat as a Future Wind Farm for the purposes of the Common Terms Agreement whether or not such Future Wind Farm (or wind farm project) is known to, or contemplated by, the parties at the date of the Security Document and whether or not such Future Wind Farm (or wind farm project) complies in all or any respects with the Investment Criteria or is included in the Portfolio in compliance with the provisions of the Finance Documents</p> <p>"Material Project Documents" means the project documents listed in Schedule 11 (<i>Material Project Documents</i>) of the Common Terms Agreement or any replacements thereof and any other document relating to amongst others, the Project which the Facility Agent and the Obligors' Agent (acting reasonably) agree should be designated a Material Project Document. In respect of any Future Wind Farm, any Project Document which corresponds to the Material Project Documents at Financial Close (as defined in the Common Terms Agreement) or for which the Investment Committee's approval is required in accordance with the Investment Criteria, shall be a Material Project Document</p> <p>"Obligor" means each of the Borrowers, each of the Project Companies, MHB Wind Farms (Holdings) Limited and Lendrum's Bridge (Holdings) Limited</p> <p>"Obligors' Agent" means MFH, appointed to act on behalf of each Obligor in relation to the Finance Documents pursuant to clause 30 (Appointment of Obligors' Agent) of the Common Terms Agreement</p> <p>"Portfolio" means the portfolio comprising all the Wind Farms from time to time</p> <p>"Project Documents" means</p> <p>(a) each Material Project Document,</p> <p>(b) any other contract entered into by any Project Company in connection with the development, operation, maintenance, insurance or management of a Wind Farm in accordance with the Finance Documents</p>	

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Project Companies" means each of

- (a) Altahullion Wind Farm Limited,
- (b) Black Hill Wind Farm Limited,
- (c) Cark Limited,
- (d) CEPE de Cuxac s a r l ,
- (e) CEPE des Claves s a r l ,
- (f) CEPE du Haut-Cabardès s a r l ,
- (g) CEPE du Haut-Languedoc s a r l ,
- (h) CEPE du Souleilla s a r l ,
- (i) Dyffryn Brodyn Limited,
- (j) Forss Wind Farm Limited,
- (k) Four Burrows Limited,
- (l) Lendrum's Bridge Wind Farm Limited,
- (m) Lough Hill wind Farm Limited,
- (n) MHB Wind Farms Limited, and
- (o) Taurbeg Limited,

and any Future Wind Farm Company,

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Wind Farms" means each of

- (a) Altahullion,
- (b) Black Hill,
- (c) Cark,
- (d) Cuxac-Cabardès,
- (e) Dyffryn Brodyn,

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Short particulars	<p>(f) Forss,</p> <p>(g) Four Burrows,</p> <p>(h) Haut Cabardès-Cabrespine,</p> <p>(i) Haut Cabardès-Pradelles,</p> <p>(j) Haut Languedoc,</p> <p>(k) Lendrum's Bridge Wind Farm,</p> <p>(l) Lough Hill,</p> <p>(m) Milane Hill and Beennageeha,</p> <p>(n) Claves,</p> <p>(o) Souleilla and Corbières,</p> <p>(p) Taurbeg, and</p> <p>(q) where applicable, any Future Wind Farm which is to be treated as a Wind Farm in accordance with clause 4.2 (<i>Future Lenders and Future Facilities</i>) of the Common Terms Agreement</p>	