

# MG01

## Particulars of a mortgage or charge



102795/65

**A fee is payable with this form.**

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☐ **What this form is NOT for**  
You cannot use this form to  
particulars of a charge for a  
company. To do this, please  
form MG01s

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28/01/2011

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COMPANIES HOUSE

### 1 Company details

Company number 05542234

Company name in full FLIMBY WIND ENERGY 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 Date of creation of charge

Date of creation 21/01/2011

### 3 Description

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Debenture (the "Deed")

### 4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured Under clause 2.1 of the Deed, the Company has covenanted to pay on  
demand to the Chargee each and every present or future obligation and  
liability of the Company (whether actual or contingent and whether owed  
jointly or severally or in any other capacity whatever) which is, or becomes,  
due, owing or payable to the Chargee by the Company, when the same  
become due for payment or discharge (including interest both before and  
after judgment) to the date of payment at such rates and upon such terms as  
may from time to time be or have been agreed by the Company and the  
Chargee (including, without limitation, all obligations of the Company to the  
Chargee under the terms of the Facility Letter (as from time to time in  
force))

#### Continuation page

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

**MG01****Particulars of a mortgage or charge****5****Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**

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

Name International Power Consolidated Holdings Limited (the "Chargee")

Address Senator House, 85 Queen Victoria Street

London

Postcode E C 4 V 4 D P

Name

Address

Postcode

**6****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

**1 FIXED CHARGES**

1.1 Pursuant to 3.1 of the Deed the Company with full title guarantee has charged to the Chargee by way of fixed charge (and as regards all those parts of the freehold and leasehold property in England and Wales now vested in the Company by way of legal mortgage) as a continuing security for the payment and discharge of the Secured Obligations the following assets, both present and future, from time to time owned by the Company or in which the Company may from time to time have an interest

(a) Properties

All freehold and leasehold property of the Company (including without limitation the property specified in the Schedule, if any) and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land and all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property or land together with all rights, easements and privileges appurtenant to, or benefitting, the same,

(b) Plant and machinery

All plant, machinery, vehicles, computers and office and other equipment and the benefit of all contracts and warranties relating to the same,

(c) Debts

All book and other debts, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to the Company or purchased or otherwise acquired by it and all things in action which may give rise to any debt,

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### Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

N/A

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### Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

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### 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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## Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Alistair Rattray

Company name  
Burgess Salmon LLP

Address One Glass Wharf

Post town

County/Region

Postcode B S 2 0 Z X

Country

DX 7829 Bristol

Telephone 0117 307 6962



### 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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### 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.

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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(d) Insurances</p> <p>All monies from time to time payable to the Company under or pursuant to any insurances including, without limitation, the refund of any premiums,</p> <p>(e) Goodwill and uncalled capital</p> <p>All goodwill and uncalled capital of the Company,</p> <p>(f) Intellectual property rights</p> <p>All patents, patent applications, trade marks and service marks (whether registered or not), trade mark applications, service mark applications, trade names, registered designs, registered design applications, design rights, copyrights, computer programs, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property</p>	
	<p><b>2 FLOATING CHARGE</b></p> <p>Under clause 3 2 of the Deed the Company has charged to the Chargee by way of floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future The floating charge is a "Qualifying Floating Charge" within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986, and paragraph 14 shall apply to it</p>	
	<p><b>3 NEGATIVE PLEDGE AND RESTRICTIONS ON DEALING WITH CHARGED ASSETS</b></p>	
	<p>3 1 Under clause 3 3 of the Deed the Company has covenanted that (save in respect of Permitted Encumbrances) it will not without the prior consent in writing of the Chargee</p> <p>(a) create or attempt to create or permit to subsist in favour of any person other than the Chargee any Encumbrance (except a lien arising by operation of law in the ordinary course of trading over property other than land) on or affecting the Charged Assets or any part thereof, or</p> <p>(b) dispose of the Charged Assets or any part thereof or attempt or agree so to do other than</p> <p>(i) disposals of assets in accordance with or in order to comply with obligations under the Joint Development Agreement, and</p> <p>(ii) disposals of assets subject only to a floating charge in the ordinary course of the Company's business</p>	

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## Particulars of a mortgage or charge

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Short particulars	<p><b>4 AUTOMATIC CONVERSION OF FLOATING CHARGE</b></p> <p>4 1 Pursuant to clause 3 4 of the Deed, in the occurrence of an Event of Default, the Chargee will be entitled by giving notice in writing to that effect to the Company to convert the floating charge over all or any part of the Charge Assets into a fixed charge as regards the assets specified in such notice</p> <p><b>5 FURTHER ADVANCES</b></p> <p>5 1 Clause 3 6 of the Deed affirms that the Chargee is under an obligation, contained in, and subject to the terms of the Facility Letter to make further advances to the Company and this security has been made for securing such further advances</p> <p><b>6 POWERS</b></p> <p>6 1 Clause 4 1 of the Deed guarantees that the Chargee may at any time on or after the Enforcement Date or if requested by the Company, without further notice, without the restrictions contained in section 103 Law of Property Act 1925 and whether or not a Receiver having been appointed, exercise all the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by the Deed and all the powers and discretions conferred by the Deed on a Receiver</p> <p><b>7 POWER OF ATTORNEY</b></p> <p>7 1 Under clause 8 1 of the Deed the Company irrevocably has appointed each of the Chargee and any Receiver severally to be its attorney in its name and on its behalf</p> <p>(a) to execute and complete any documents or instruments which the Chargee or such Receiver may require for perfecting the title of the Chargee to the Charged Assets or for vesting the same in the Chargee, its nominees or any purchaser, and</p> <p>(b) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Chargee or a Receiver under the Deed or which may be deemed expedient by the Chargee or a Receiver in connection with any disposition, realisation or getting in by the Chargee or such Receiver of the Charged Assets or any part thereof or in connection with any other exercise of any power under the Deed</p>	

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Short particulars	<p><b>DEFINITIONS</b></p> <p>"<b>Charged Assets</b>" means all the undertaking, goodwill, property, assets and rights of the Company described in clause 3 of the Deed,</p> <p>"<b>Disposal</b>" includes any sale, lease, assignment or transfer, the grant of an option or similar right, the grant of any easement, right or privilege, the creation of a trust or other equitable interest in favour of a third party, a sharing or parting with possession or occupation whether by way of licence or otherwise and the granting of access to any other person over any intellectual property, and "<b>dispose</b>" and "<b>disposition</b>" shall be construed accordingly,</p> <p>"<b>Encumbrance</b>" means any mortgage, charge, pledge, assignment, security interest, title retention or other encumbrance of any kind securing, or any right conferring a priority of payment in respect of, any obligation of any person,</p> <p>"<b>Enforcement Date</b>" means the date on which the Chargee demands the payment or discharge of all or any part of the Secured Obligations or, if earlier, the date on which a petition for an administration order is presented ( or any other formal step is taken with a view to appointing an administrator) in relation to the Company,</p> <p>"<b>Facility Letter</b>" means the facility letter dated 11 March 2008 (as further amended by an amendment agreement dated on or around the date of this Deed) between the Company and the Chargee pursuant to which the Chargee is to make loans to the Company,</p> <p>"<b>Permitted Encumbrances</b>" means Encumbrances which the Chargee has agreed to in writing,</p> <p>"<b>Receiver</b>" means any one or more receivers and/or managers appointed by the Chargee pursuant to this Deed,</p> <p>"<b>Secured Obligations</b>" means all monies, obligations and liabilities covenanted to be paid or discharged by the Company under or pursuant to clause 2 of the Deed</p> <p>"<b>Joint Development Agreement</b>" has the meaning as defined in the Facility Letter,</p> <p>"<b>Event of Default</b>" has the meaning as defined in the Facility Letter</p>	



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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 5542234  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 21 JANUARY  
2011 AND CREATED BY FLIMBY WIND ENERGY LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO INTERNATIONAL POWER CONSOLIDATED  
HOLDINGS LIMITED ON ANY ACCOUNT WHATSOEVER UNDER  
THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 28 JANUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 JANUARY  
2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES