

107221/13  
**MG01**

Particulars of a mortgage or charge



**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  
register particulars of a charge for  
company. To do this, please use  
form MG01s

FRIDAY



L11

\*L00A5Q00\*

16/12/2011

#24

COMPANIES HOUSE

**1 Company details**

Company number 0 6 8 1 5 8 0 7

Company name in full Hall Farm Wind Farm Limited (the "Chargor")

**2** 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 d0 d8 m1 m2 y2 y0 y1 y1

**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 A mortgage dated 8 December 2011 between the Chargor and The Royal Bank of Scotland  
plc as Security Agent (the "Chargee") (the "Mortgage")

**4 Amount secured**

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

Amount secured All obligations owing to the Secured Parties or to the Chargee  
(whether for its own account or as trustee for the Secured Parties) by  
the Chargor under or pursuant to the Finance Documents including  
any liability in respect of any further advances made under the  
Finance Documents, whether present or future, actual or contingent  
(and whether incurred by the Chargor alone or jointly, and whether  
as principal or surety or in some other capacity) except for any  
obligation or liability which, if it were included, would cause that  
obligation or liability or any of the security in respect thereof, to be  
unlawful or prohibited by any applicable law (the "Secured  
Obligations")

Unless defined elsewhere in this MG01, please see attached MG01  
continuation pages for the defined terms which are used throughout

**Continuation page**

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

# MG01

## Particulars of a mortgage or charge

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### 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 The Royal Bank of Scotland plc

Address CIB Structured Finance, Portfolio Management

280 Bishopsgate, LONDON

Postcode E C 2 M 4 R B

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

The Chargor charged with full title guarantee in favour of the Chargee for the payment and discharge of the Secured Obligations, by way of first legal mortgage, the Mortgaged Property

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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

**In this form MG01:**

**"Account Bank"** means the Royal Bank of Scotland plc, acting through National Westminster Bank Public Limited Company, or any other person appointed as such,

**"Accounts Agreement"** means the agreement dated on 8 December 2011 and entered into between the Chargor, the Facility Agent and the Security Agent,

**"Accounts Mandate"** means the accounts mandate agreement dated 8 December 2011 and entered into between the Chargor, the Account Bank and the Facility Agent,

**"ALR Assignment of Shareholder Loans"** means the English law assignment by the ALR Shareholder of the ALR Shareholder Loans to the Security Agent dated 8 December 2011,

**"ALR Share Charge"** means the English law charge over shares (held by the ALR Shareholder) between the ALR Shareholder and the Security Agent 8 December 2011,

**"ALR Shareholder"** means AL (Routh) Limited and its permitted successors and assigns;

**"ALR Shareholder Loan"** means any loans provided by the ALR Shareholder to the Chargor which shall be subordinated to the Senior Creditors, on terms acceptable to the Senior Creditors in accordance with the Intercreditor Deed,

**"AMA"** means the commercial and technical asset management agreement in relation to the Project between the Chargor and the Asset Manager dated on or about the date of the Mortgage,

**"Arranger"** means the Royal Bank of Scotland plc,

**"Asset Manager"** means The Natural Power Services Limited and any replacement asset manager appointed by the Chargor from time to time with the approval of the Facility Agent,

**"Debenture"** means the English law debenture between the Chargor and the Security Agent dated on or about the same date of the Facility Agreement which creates first ranking security interests over certain assets of the Chargor;

**"Direct Agreements"** means the direct agreements dated 8 December 2011 in respect of the documents relating to the construction and operation of the Project and any other direct agreement designated as such by the Chargor and the Facility Agent,

**"Facility Agent"** means the Royal Bank of Scotland plc;

**"Facility Agreement"** means the facility agreement dated 8 December 2011 made between the Chargor as Borrower, the Royal Bank of Scotland plc as the mandated lead arranger, the Facility Agent, the Security Agent, and the lenders, each as defined in such agreement as amended, varied, novated or supplemented from time to time;

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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>"<b>Fee Letters</b>" means the letters between</p> <ul style="list-style-type: none"> <li>(a) the Arranger and the Chargor setting out the arrangement fee; and</li> <li>(b) the Facility Agent and the Chargor setting out the agency fee,</li> </ul> <p>and "<b>Fee Letter</b>" means any one of them;</p> <p>"<b>Finance Parties</b>" means the Facility Agent, the Security Agent, the Account Bank, the Hedging Banks, the Arranger and the lenders, each as defined in the Facility Agreement, and "<b>Finance Party</b>" means any one of them;</p> <p>"<b>Finance Documents</b>" means</p> <ul style="list-style-type: none"> <li>(a) the Facility Agreement;</li> <li>(b) the Accounts Agreement,</li> <li>(c) the Accounts Mandate;</li> <li>(d) the Hedging Agreement,</li> <li>(e) the Intercreditor Deed</li> <li>(f) the Security Documents,</li> <li>(g) the Fee Letters, and</li> <li>(h) any other document designated as such by the Facility Agent and the Chargor,</li> </ul> <p>"<b>GBP</b>" means British pounds sterling, the lawful currency of the United Kingdom,</p> <p>"<b>Hedging Agreement</b>" means the agreement or instrument relating to the protection against or benefit from any rate or price (including a swap, option, cap, collar, forward or floor) and any other derivative or risk hedging agreement or instrument entered into for the sole purpose of the Hedging Strategy,</p> <p>"<b>Hedging Banks</b>" means any bank which is a party to a Hedging Agreement with the Chargor and which is a party to the Intercreditor Deed;</p> <p>"<b>Hedging Strategy</b>" means the strategy relating to interest rate hedging of the Facility Agreement,</p> <p>"<b>Intercreditor Deed</b>" means the intercreditor deed dated on the 8 December 2011 and entered into between, <i>inter alios</i>, the Facility Agent, the Security Agent, the Account Bank, the Hedging Banks, the lenders, the arrangers and the Chargor as amended, varied, novated</p>

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Particulars of a mortgage or charge

6	<p><b>Short particulars of all the property mortgaged or charged</b></p> <p>Please give the short particulars of the property mortgaged or charged</p>
Short particulars	<p>or supplemented from time to time;</p> <p><b>"Mortgaged Property"</b> means the property specified in Schedule 1 of the Mortgage comprising of parcels of land at Routh Estate Beverley East Yorkshire 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,</p> <p><b>"Project"</b> means the Wind Farm with an installed capacity of 24.6 MW to be constructed and operated at Hall Farm, Routh, Beverley, North Humberside consisting of a total of 12 REpower MM82 wind turbine generators;</p> <p><b>"Related Rights"</b> means, in relation to any asset</p> <ul style="list-style-type: none"> <li>(a) the proceeds of sale of any part of that asset,</li> <li>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,</li> <li>(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and</li> <li>(d) any monies and proceeds paid or payable in respect of that asset;</li> </ul> <p><b>"RWA Assignment of Shareholder Loans"</b> means the English law assignment by the RWA Shareholder of the RWA Shareholder Loans to the Security Agent dated on or about the same date of the Mortgage;</p> <p><b>"RWA Share Charge"</b> means the English law charge over shares (held by the RWA Shareholder) between the RWA Shareholder and the Security Agent dated on or about the same date of the Mortgage;</p> <p><b>"RWA Shareholder"</b> means Ridge Wind Acquisition Limited and its permitted successors and assigns;</p> <p><b>"RWA Shareholder Loan"</b> means any loans provided by the RWA Shareholder to the Chargor which shall be subordinated to the Senior Creditors, on terms acceptable to the Senior Creditors in accordance with the Intercreditor Deed,</p> <p><b>"Secured Parties"</b> means the parties who have the benefit of the security created under the Security Documents as more specifically described in the Facility Agreement;</p> <p><b>"Security Agent"</b> means the Royal Bank of Scotland plc acting as security agent for and on behalf of the Secured Parties;</p> <p><b>"Security Documents"</b> means:</p>

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## Particulars of a mortgage or charge

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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

- (a) the Debenture,
- (b) the ALR Share Charge,
- (c) the RWA Share Charge;
- (d) the ALR Assignment of Shareholder Loans;
- (e) the RWA Assignment of Shareholder Loans;
- (f) each Direct Agreement;
- (g) the Mortgage; and
- (g) any other document designated as such by the Facility Agent and the Chargor;

"Senior Creditors" means the Finance Parties;

"Wind Farm" means the electricity generating station powered or to be powered by the turbines and located at the site

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## Particulars of a mortgage or charge

### 7 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

none

### 8 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 870)

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 866). 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)

### 9 Signature

Please sign the form here

Signature

Signature

X Clifford Chance LLP 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 **Shan Qureshi**

Company name **Clifford Chance LLP**

Address **10 Upper Bank Street**

**Canary Wharf**

**London**

Post town **London**

County/Region **County**

Postcode **E 1 4 5 J J**

Country **UK**

DX **149120 CANARY WHARF 3**

Telephone **0207 006 1000**



### 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)





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

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

**COMPANY NO. 6815807  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A MORTGAGE DATED 8 DECEMBER  
2011 AND CREATED BY HALL FARM WIND FARM LTD FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO THE SECURED PARTIES OR TO THE ROYAL  
BANK OF SCOTLAND PLC 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 16 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 DECEMBER  
2011

L.C.



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES