

# MR04

## Statement of satisfaction in full or in part of a charge



You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

✓ **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  
against a company

✗ **What this form is NOT for**  
You may not use this form to  
register a statement of satisfaction  
in full or in part of a mortgage or  
charge against an LLP or a  
LL MR04

FRIDAY



A10 18/03/2016 #211  
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 "Company")

→ Filing in this form  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation

When was the charge created?

→ Before 06/04/2013 Complete Part A and Part C

→ On or after 06/04/2013 Complete Part B and Part C

## Part A Charges created before 06/04/2013

### A1 Charge creation date

Please give the date of creation of the charge

Charge creation date 0 8 / 1 2 / 2 0 1 1

### A2 Charge number

Please give the charge number This can be found on the certificate

Charge number\* 0 0 0 1

### A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is  
created or evidenced

Instrument description A debenture dated 8 December 2011 between the Company and The  
Royal Bank of Scotland plc (the "Security Agent")

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

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**Short particulars of the property or undertaking charged**

Short particulars

Please give the short particulars of the property or undertaking charged

A charge over the Assigned Property by way of a legal assignment and a charge over the Charged Property by way of fixed charge and floating charge under Clauses 3 1, 3 2, and 3 3 of the Debenture

Under Clause 3 1 of the Debenture, the Company charges with full title guarantee in favour of the Security Agent with the payment and discharge of the Secured Obligations, by way of first fixed charge

- (a) subject to obtaining any necessary consent to such mortgage or fixed charge from any third party, the Real Property,
- (b) to the extent not charged pursuant to (a), all the Company's right, title and interest from time to time in and to all Plant and Machinery,
- (c) all the Company's right, title and interest from time to time in and to the Assigned Accounts,

**Continuation page**

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

**Part B**

**Charges created on or after 06/04/2013**

B1

**Charge code**

Please give the charge code This can be found on the certificate

Charge code ①

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**① Charge code**

This is the unique reference code allocated by the registrar

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## Part C To be completed for all charges

<b>C1</b>	<b>Satisfaction</b>	
I confirm that the debt for the charge as described has been paid or satisfied Please tick the appropriate box		
<input checked="" type="checkbox"/> In full		
<input type="checkbox"/> In part		

<b>C2</b>	<b>Details of the person delivering this statement and their interest in the charge</b>	
	Please give the name of the person delivering this statement	
Name	Hall Farm Wind Farm Limited	
	Please give the address of the person delivering this statement	
Building name/number	1	
Street	Kingsway	
Post town		
County/Region	London	
Postcode	W C 2 B 6 A N	
	Please give the person's interest in the charge (e.g. chargor/chargee etc)	
Person's interest in the charge	Chargor	

<b>C3</b>	<b>Signature</b>	
	Please sign the form here	
Signature	Signature X <i>Chd Tamm</i> X	

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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 Mike Marston / F3B

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



## 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

### Part A Charges created before 06/04/2013

- ☐ You have given the charge date  
☐ You have given the charge number (if appropriate)  
☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4

### Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code

### Part C To be completed for all charges

- ☐ You have ticked the appropriate box in Section C1  
☐ You have given the details of the person delivering this statement in Section C2  
☐ 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](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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**A4**

## Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged	
	<p>(b) to the extent not charged pursuant to (a), all the Company's right, title and interest from time to time in and to all Plant and Machinery,</p> <p>(c) all the Company's right, title and interest from time to time in and to the Assigned Accounts,</p> <p>(d) all the Company's right, title and interest from time to time in and to any goodwill and rights in relation to the uncalled capital of the Company,</p> <p>(e) all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture, and</p> <p>(f) all the Company's right, title and interest from time to time in and to all amounts relating to the Compensation Property</p> <p>Under Clause 3 2, the Company assigns and agrees to assign absolutely with full title guarantee to the Security Agent all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party)</p> <p>(i) all rights and claims in relation to each Assigned Account,</p> <p>(ii) all rights and claims in relation to the Compensation Property,</p> <p>(iii) the Specific Contracts, and</p> <p>(iv) the proceeds of all insurances and all Related Rights</p> <p>Under Clause 3 3, the Company with full title guarantee charges in favour of the Security Agent as security agent with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertakings of the Company</p> <p><b>In this form MG01:</b></p> <p><b>"Account Bank"</b> means the Royal Bank of Scotland plc, acting through National Westminster Bank Public Limited Company, or any other person appointed as such in accordance with the Debenture,</p>	

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### Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

**"Accounts Agreement"** means the agreement dated on or around the same date as the Debenture and entered into between the Company, the Facility Agent and the Security Agent in relation to the operation of the Assigned Accounts,

**"Accounts Mandate"** means the accounts mandate agreement dated on or around the same date as the Debenture and entered into between the Company, the Account Bank and the Facility Agent,

**"ALR Assignment of Shareholder Loans"** means the English law assignment by the ALR Shareholder of all ALR Shareholder Loan to the Security Agent dated on or about the same date of the Debenture,

**"ALR Share Charge"** means the English law charge over Shares (held by the ALR Shareholder) between the ALR Shareholder and the Security Agent dated on or about the same date of the Debenture,

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

**"ALR Shareholder Loan"** means any loan provided by the ALR Shareholder to the Company 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 Company and the Asset Manager dated on or about the date of the Debenture,

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

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

**"Assigned Accounts"** means any account opened or maintained by the Company with the Security Agent or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights including without limitation

- (a) the Construction Sterling Account,
- (b) the Construction Euro Account,
- (c) the Proceeds Account,
- (d) the Compensation Account,
- (e) the Insurance Proceeds Account, and

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### Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged
	<p>(f) the VAT Proceeds Account,</p> <p>and <b>"Assigned Account"</b> means any one of them,</p> <p><b>"Assigned Property"</b> means the Assigned Accounts, the Specific Contracts and, in each case, all Related Rights, and the Insurances,</p> <p><b>"BoP Bond Provider"</b> means HCC International Insurance Company PLC (a company incorporated in England with registered number 1575839) of Walsingham House, 35 Seething Lane, London, EC3N 4AH, England,</p> <p><b>"BoP Contract"</b> means the agreement between the Company and the BoP Contractor dated on or about the date of the Debenture for the design and build of electrical and mechanical plant and for building and engineering works for the Wind Farm,</p> <p><b>"BoP Contractor"</b> means Jones Bros Ruthin (Civil Engineering) Co Limited (a company incorporated in Wales with registered number 00983459) of Brickfield Lane, Denbigh Road, Ruthin, Clwyd, Wales LL15 2TN,</p> <p><b>"BoP Guarantee"</b> means the guarantee dated on or about the date of the Facility Agreement given by the BoP Guarantor to the Company in respect of the BoP Contractor's obligations under the BoP Contract,</p> <p><b>"BoP Guarantor"</b> means Jones Bros Ruthin Co Limited (a company incorporated in Wales with registered number 983339) of Denbigh Road, Ruthin, Denbigh, LL15 2TN, Wales,</p> <p><b>"BoP Performance Bond"</b> means the performance bond given by the BoP Bond Provider to the Company in respect of the BoP Contractor's obligations under the BoP Contract,</p> <p><b>"Charged Property"</b> means all the assets and undertakings of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to the Debenture and any mortgage,</p> <p><b>"Compensation Account"</b> means the account denominated in GBP and named "Compensation Account" maintained by the Company at the Account Bank,</p> <p><b>"Compensation Property"</b> means all rights and any and all amounts received to which the Company is entitled</p>

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Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>(a) in respect of the partial or total nationalisation, expropriation or compulsory purchase (whether for title or otherwise) of the Wind Farm, any interest therein or any asset or right (howsoever described) of the Company,</p> <p>(b) in respect of the release, inhibition, modification, suspension or extinction of any rights, easements or covenants enjoyed by or benefiting the Wind Farm, or the imposition of any restrictions affecting the Wind Farm, or the grant of any easement or rights over or affecting the Wind Farm or any part of it, and</p> <p>(c) in respect of refusal, revocation, suspension or modification of all or any part of any authorisation or environmental authorisation in relation to the Wind Farm,</p> <p>but excluding Insurance Proceeds and any Liquidated Damages,</p> <p><b>"Construction Consultant"</b> means The Natural Power Consultants Ltd means (a company incorporated in Scotland with registered number SC177881) of the Green House, Dairy, Nr Castle Douglas, Dumfries and Galloway, DG7 3XS, Scotland,</p> <p><b>"Construction Consultant's Appointment"</b> means the appointment of the Construction Consultant in relation to the Project between the Company and the Construction Consultant dated on or about the date of the Debenture,</p> <p><b>"Construction Euro Account"</b> means the account denominated in euro and named "Construction Euro Account" maintained by the Company at the Account Bank,</p> <p><b>"Construction Sterling Account"</b> means the account denominated in GBP and named "Construction Sterling Account" maintained by the Company at the Account Bank,</p> <p><b>"Deed of Rectification"</b> means a deed of rectification dated 14 December 2011 between, inter alios, the Company and the Security Agent,</p> <p><b>"Direct Agreements"</b> means the direct agreements dated 8 December 2011 in respect of the Project Documents and any other direct agreement designated as such by the Company and the Facility Agent,</p> <p><b>"Facility Agent"</b> means the Royal Bank of Scotland plc acting in its capacity as facility agent,</p>	



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## Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

**"Facility Agent"** means the Royal Bank of Scotland plc acting in its capacity as facility agent,

**"Facility Agreement"** means the facility agreement dated on or about the date of the Debenture made between the Company as borrower, the Royal Bank of Scotland plc as the mandated lead arranger, the Facility Agent, the Security Agent, and the lenders, in such agreement as amended, varied, novated or supplemented from time to time,

**"Fee Letters"** means the letters between

- (a) the Arranger and the Company setting out the arrangement fee, and
- (b) the Facility Agent and the Company setting out the agency fee,

and **"Fee Letter"** means any one of them,

**"Finance Parties"** means the Facility Agent, the Security Agent, the Account Bank, the Hedging Banks, the Arrangers and the lenders, each as defined in the Facility Agreement, and **"Finance Party"** means any one of them,

**"Finance Documents"** means

- (a) the Facility Agreement,
- (b) the Accounts Agreement,
- (c) the Accounts Mandate,
- (d) the Hedging Agreement,
- (e) the Intercreditor Deed
- (f) the Security Documents,
- (g) the Fee Letters, and

any other document designated as such by the Facility Agent and the Company,

**"GBP"** means British pounds sterling, the lawful currency of the United Kingdom,

**"Grid Connection Offer"** means the grid connection offer from the Grid Connection Counterparty and accepted by the Company on 29 November 2011,

**"Grid Connection Counterparty"** means Yorkshire Electricity Distribution plc,

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### Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

**"Hedging Agreement"** 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,

**"Hedging Bank"** means any bank which is a party to a Hedging Agreement with the Company and which is a party to the Intercreditor Deed,

**"Hedging Strategy"** means the strategy relating to Interest rate hedging of the Facility Agreement,

**"Indemnity Deed"** means the deed of undertakings and indemnity entered into on or about the date of this Facility Agreement between, *inter alios*, the ultimate parent(s) of the Company, the Company and the Facility Agent in relation to the PPA,

**"Insurance Proceeds Account"** means the account denominated in GBP and named

**"Insurance Proceeds Account"** maintained by the Borrower at the Account Bank,

**"Insurances"** means all of the contracts of insurance and reinsurance that the Company is required to procure and maintain in accordance with the Facility Agreement, and **"Insurance"** means any one of them,

**"Insurance Proceeds"** means all proceeds of Insurances payable to or received by or on behalf of the Company, including proceeds of claims and ex gratia payments,

**"Intercreditor Deed"** means the intercreditor deed dated on or around the date of the Debenture and entered into between, *inter alios*, the Facility Agent, the Security Agent, the Account Bank, the Hedging Banks, the Arranger, the Company, as amended, varied, novated or supplemented from time to time,

**"ISPA"** means the integrated services package agreement between the Company and the ISPA Contractor dated on or about the date of this Agreement,

**"ISPA Contractor"** means REpower Systems SE,

**"Land Leases"** means the lease agreements dated 24 November 2011 between the Company and Albanwise Ltd and between the Company and RidgeWind Limited as listed in Schedule 4 of the Debenture,

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**Short particulars of the property or undertaking charged**

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p><b>"Liquidated Damages"</b> means any payments received by the Company under the Specific Contracts, the Land Leases, the TSA Advance Payment Bond, and the TSA Performance Bond in relation to delays, shortfalls or to efficiency as compared to guaranteed levels,</p> <p><b>"Monetary Claims"</b> means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims (including without limitation any claims or sums of money deriving from or in relation to the proceeds of any Insurances, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company),</p> <p><b>"Plant and Machinery"</b> means the turbines, 2 anemometer masts, all other parts and components to be supplied under the TSA, and all related connection infrastructure, including any substitutes and replacements from time to time,</p> <p><b>"PPA"</b> means the power purchase agreement between the PPA Offtaker and the Company dated on or about the date of the Debenture,</p> <p><b>"PPA Guarantee"</b> means the guarantee dated on or about the date hereof given by the PPA Guarantor to the Company in respect of the PPA Offtaker's obligations under the PPA,</p> <p><b>"PPA Guarantor"</b> means Statkraft A S,</p> <p><b>"PPA Offtaker"</b> means Statkraft Markets GmbH,</p> <p><b>"Proceeds Account"</b> means the account denominated in GBP and named "Proceeds Account" maintained by the Company at the Account Bank,</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>"Project Documents"</b> means</p> <ul style="list-style-type: none"> <li>(a) the Construction Consultant's Appointment,</li> <li>(b) the BoP Contract,</li> <li>(c) the BoP Guarantee,</li> <li>(d) the BoP Performance Bond,</li> <li>(e) the TSA,</li> </ul>	

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## Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

- (f) the TSA Advance Payment Bond,
- (g) the TSA Performance Bond
- (h) the ISPA,
- (i) the PPA,
- (j) the PPA Guarantee,
- (k) the Grid Connection Offer,
- (l) the Land Leases,
- (m) the AMA,
- (n) the Indemnity Deed,
- (o) each other material agreement entered into by the Company in relation to the construction, operation or maintenance of the Project, and
- (p) any other document designated as a "Project Document" by the Facility Agent and the Company,

**"Real Property"** means

- (a) any freehold, leasehold or immovable property owned by the Company from time to time (including the leasehold property in England and Wales specified in Schedule 4 of the Debenture), and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold 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,

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## Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

**"RWA Assignment of Shareholder Loans"** 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 Debenture,

**"RWA Share Charge"** 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 Debenture,

**"RWA Shareholder"** means Ridge Wind Acquisition Limited and its permitted successors and assigns,

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

**"Security Documents"** means

- (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, and
- (g) any other document designated as such by the Facility Agent and the Company,

**"Security Interest"** means

- (a) any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, trust, arrangement for the purposes of providing security or other Security Interest of any kind in any jurisdiction,
- (b) any blocked account or "flawed asset" arrangement which has the commercial effect of creating security for financial indebtedness,
- (c) any right of set-off, whether it is created by agreement or by operation of law,

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### Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>(k) any other proprietary interest created or arrangement entered into in relation to financial indebtedness which has the commercial effect of creating security for it,</p> <p><b>"Senior Creditors"</b> means the Finance Parties,</p> <p><b>"Shares"</b> means the ordinary share capital of the Company,</p> <p><b>"Site"</b> means the site located at Routh, Beverley, North Humberside as specifically detailed in Schedule 4 of the Debenture</p> <p><b>"Specific Contracts"</b> means the Indemnity Deed, Grid Connection Offer, Hedging Agreement, the Construction Consultant's Appointment, the PPA, the PPA Guarantee, the BoP Contract, the BoP Guarantee, the BoP Performance Bond, the ISPA, the TSA and the AMA to which the Company is a party or a beneficiary from time to time,</p> <p><b>"TSA"</b> means the turbine supply agreement between the Turbine Supplier and the Company dated on or about the date of the Debenture,</p> <p><b>"TSA Advance Payment Bond"</b> means the advance payment bond given by the TSA Bond Provider to the Company in respect of the Turbine Supplier's obligations under the TSA,</p> <p><b>"TSA Bond Provider"</b> means HSH Nordbank,</p> <p><b>"TSA Direct Agreement"</b> means the direct agreement in respect of the TSA dated on or about the date of the Debenture and entered into between the Turbine Supplier, the TSA Bond Provider, the Company and the Security Agent,</p> <p><b>"TSA Performance Bond"</b> means the performance bond given by the TSA Bond Provider to the Borrower in respect of the Turbine Supplier's obligations under the TSA,</p> <p><b>"Turbine Supplier"</b> means REpower Systems SE</p> <p><b>"VAT Proceeds Account"</b> means the account denominated in GBP and named "VAT Proceeds Account" maintained by the Company at the Account Bank, and</p> <p><b>"Wind Farm"</b> means the electricity generating station powered or to be powered by turbines and located at the Site</p>	