

# 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  
LL MR04

FRIDAY



A10 \*A530L63D\* 18/03/2016 #212  
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") ✓

→ **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 0 1 1 ✓

### A2 Charge number

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

Charge number\* 0 0 0 2 ✓

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

**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**

Please give the short particulars of the property or undertaking charged

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

**In this form MGO1**

**"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,

**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 ❶

□ □ □ □ - □ □ □ □ - □ □ □ □

**❶ Charge code**

This is the unique reference code allocated by the registrar

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## Part C To be completed for all charges

C1

### Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied  
Please tick the appropriate box

☒ In full

☐ In part

C2

### Details of the person delivering this statement and their interest in the charge

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

C3

### Signature

Please sign the form here

Signature


Signature


X *Chris Tamm*

X

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 <b>Presenter information</b>	
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

 <b>Checklist</b>
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

 <b>Important information</b>
Please note that all information on this form will appear on the public record.
 <b>Where to send</b>
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below
<b>For companies registered in England and Wales</b> The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff
<b>For companies registered in Scotland.</b> 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)
<b>For companies registered in Northern Ireland.</b> 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

 <b>Further information</b>
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a>

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

	Please give the short particulars of the property or undertaking charged
Short particulars	<p><b>"ALR Assignment of Shareholder Loans"</b> means the English law assignment by the ALR Shareholder of the ALR Shareholder Loans to the Security Agent dated 8 December 2011,</p> <p><b>"ALR Share Charge"</b> means the English law charge over shares (held by the ALR Shareholder) between the ALR Shareholder and the Security Agent 8 December 2011,</p> <p><b>"ALR Shareholder"</b> means AL (Routh) Limited and its permitted successors and assigns,</p> <p><b>"ALR Shareholder Loan"</b> 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,</p> <p><b>"AMA"</b> 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,</p> <p><b>"Arranger"</b> means the Royal Bank of Scotland plc,</p> <p><b>"Asset Manager"</b> 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,</p> <p><b>"Debenture"</b> 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,</p> <p><b>"Direct Agreements"</b> 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,</p> <p><b>"Facility Agent"</b> means the Royal Bank of Scotland plc,</p> <p><b>"Facility Agreement"</b> means the facility agreement dated 8 December 2011 made between the Charger 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,</p> <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>

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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>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 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>	

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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>"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> <ul style="list-style-type: none"> <li>(a) the Debenture,</li> <li>(b) the ALR Share Charge,</li> <li>(c) the RWA Share Charge,</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

- (d) the ALR Assignment of Shareholder Loans,
- (e) the RWA Assignment of Shareholder Loans,
- (f) each Direct Agreement,
- (g) the Mortgage, and
- (h) 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