

MR01

Particulars of a charge

Laserform

568422/13

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form
scanned and placed on the public record **Do not send the original**



SCT

S4LF7YHE
02/12/2015
COMPANIES HOUSE

#595

WEDNESDAY

1 Company details

Company number 0 7 6 6 1 3 7 2

Company name in full Berneun Wind Farm Ltd (the "Chargor")

00006

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 Charge creation date

Charge creation date 2 6 / 1 1 / 2 0 1 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name KFW IPEX-Bank GMBH

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

ALL and WHOLE the Chargors right and interest as tenant in (First) the lease between Achlain Property Co Limited and the Chargor currently undergoing registration in the Land Register of Scotland under Title Number INV34728 (Second) the lease currently undergoing registration in the Land Register of Scotland under Title Number INV34730 For more details please refer to Instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)


9

Signature

Please sign the form here

Signature

Signature

X  X
for and on behalf of Burness Paul LLP

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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name **CAROLINE R ALLAN**

Company name **BURNES PAULL LLP**

Address **120 BOTHWELL STREET**

Post town **GLASGOW**

County/Region

Postcode **G 2 7 J L**

Country

DX **GW154 GLASGOW**

Telephone **0141 248 4933**



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7661372

Charge code: 0766 1372 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th November 2015 and created by BEINNEUN WIND FARM LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd December 2015

Given at Companies House, Cardiff on 7th December 2015

DX

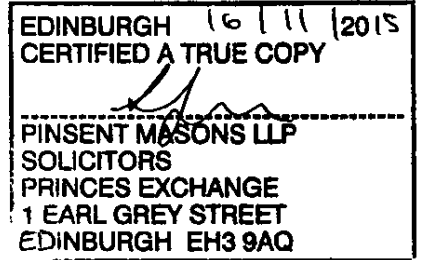


Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED _____ 2015



(1) BEINNEUN WIND FARM LTD
AS THE CHARGOR

(2) KFW IPEX-BANK GMBH

AS SECURITY TRUSTEE FOR THE FINANCE PARTIES

STANDARD SECURITY

in respect of subjects at
Achlain and Ardochy Estate, Glenmoriston, Inverness



Pinsent Masons

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STANDARD SECURITY

by

- (1) **BEINNEUN WIND FARM LTD**, a company incorporated under the Companies Acts with registered number 07661372 and having its registered office at 10 West Street, Alderley Edge, Cheshire SK9 7EG ("**the Chargor**"),

in favour of

- (2) **KFW IPEX-BANK GMBH**, a private limited company existing under German law, registered with number HRB 79744 in the Amtsgericht (Local Court) of Frankfurt am Main, Germany and having its registered office at Palmengartenstrasse 5-9, 60325 Frankfurt am Main, Germany acting in its capacity as agent of and trustee for the Finance Parties on the terms set out in the Finance Documents and its successor(s) as such agent and trustee ("**the Security Trustee**")

CONSIDERING THAT -

- (i) the Finance Parties have agreed or will agree to make certain facilities available to the Chargor, and
- (ii) one of the conditions precedent to the availability of the facilities referred to in paragraph (i) above is that the Chargor grants to the Security Trustee this standard security

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS -

1 DEFINITIONS AND INTERPRETATION

1.1 In this Standard Security -

"Event of Default"	has the meaning given to it in the Facilities Agreement,
"Facilities Agreement"	means the facilities agreement dated 2nd June 2015 and as amended and restated on around the date of this Standard Security made between, inter alia, (1) the Chargor as Borrower, (2) HoldCo and (3) KfW IPEX-Bank GmbH as Original Lender and in its capacities mentioned therein pursuant to which the Original Lender has agreed to make certain facilities available to the Chargor for the purpose of financing and operating wind farm assets, as that agreement may from time to time be amended, varied, novated, supplemented or replaced including, without limitation, by the increase or extension of maturity of any facility,
"Finance Documents"	has the meaning given to it in the Facilities Agreement,
"Finance Parties"	has the meaning given to it in the Facilities Agreement,
"Obligations" in relation to a person,	means all obligations or liabilities of any kind of that person from time to time, whether they are
	(a) to pay money or to perform (or not to perform) any other act,
	(b) express or implied,
	(c) present, future or contingent,
	(d) joint or several,
	(e) incurred as a principal or surety or in any other manner,
	or

- (f) originally owing to the person claiming performance or acquired by that person from someone else,

"Secured Obligations"

means all or any monies, liabilities and obligations, whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise, which are now or may at any time hereafter (whether before or at any time after demand) be or become due in any manner by the Chargor to the Finance Parties under the Facilities Agreement and the other Finance Documents, and all or any monies, liabilities and obligations due by the Chargor under or pursuant to this Standard Security,

"the Security Subjects"

means ALL and WHOLE the Chargor's right and interest as tenant in (First) the lease between Achlain Property Co Limited and the Chargor with the consent of Achlain Estates Limited dated 13, 20 and 22 May 2015 currently undergoing registration in the Land Register of Scotland under Title Number INV34728 as such lease is varied from time to time, (Second) the lease between Michael George Dawson as an individual and the said Michael George Dawson, Brigitta Josephina Maria Dawson and George William Tindley as the present trustees acting under Deed of Settlement dated 16 June 2010 made between the said Michael George Dawson of the one part and George William Tindley, Brigitta Josephina Maria Dawson and Michael George Dawson of the other part as Trustees of the Ardoch Hill Settlement and the Chargor dated 13, 15 and 18 May 2015 as varied by Minute of Variation of Lease between Michael George Dawson as an individual and the said Michael George Dawson, Brigitta Josephina Maria Dawson and George William Tindley as the present trustees acting under Deed of Settlement dated 16 June 2010 made between the said Michael George Dawson of the one part and George William Tindley, Brigitta Josephina Maria Dawson and Michael George Dawson of the other part as Trustees of the Ardoch Hill Settlement and the Chargor dated 9 and 10 September 2015 and currently undergoing registration in the Land Register of Scotland under Title Number INV34730 as such lease is further varied from time to time, and

"Security Trust and Intercreditor Deed"

has the meaning given to it in the Facilities Agreement,

- 1 2 Unless otherwise stated or referred to in Clause 1 1, terms and expressions defined in the Facilities Agreement shall have the same meaning in this Standard Security
- 1 3 Unless a contrary indication appears, any reference in this Standard Security to -
- 1 3 1 **"the Chargor", "the Security Trustee" and "the Finance Parties"** shall be construed so as to include their respective successors in title, assignees and permitted transferees and, in the case of the Security Trustee, shall include any person for the time being the Security Trustee under the Security Trust and Intercreditor Deed, and
- 1 3 2 **"a person"** includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state (in each case whether or not having separate legal personality)
- 1 4 Unless any provision of this Standard Security or the context otherwise requires, any reference in this Standard Security to a provision of law is a reference to that provision as amended or re-enacted

1 5 In this Standard Security the singular includes the plural and *vice versa* Clause headings are for ease of reference only and a reference to a Clause is to be construed as a reference to a clause of this Standard Security

1 6 Any reference to, or to any specified provision of, this Instrument, any other Finance Document or any other document shall be construed as reference to, or to such specified provision of, this Standard Security, such other Finance Document or such other document as in force for the time being and as amended, novated, supplemented, extended or restated (which, as the Chargor specifically agrees and acknowledges in relation to the Finance Documents may include, without limitation (i) any increase or reduction in any amount made available under the Finance Documents and/or any alteration and/or any addition to the purposes for which any such amount or increased or reduced amount may be used, (ii) any ancillary facilities provided in substitution for or in addition to the facilities originally made available under the Finance Documents, (iii) any rescheduling of the indebtedness incurred under the Finance Documents or change in the final repayment of such indebtedness, whether in isolation or in connection with any of the foregoing, (iv) any substitution of any existing borrower under the Finance Documents for any other borrower and/or any addition of any new borrowers under the Finance Documents, and (v) any combination of any of the foregoing) in each case in accordance with the terms of the Finance Documents or, as the case may be, with the agreement of the relevant parties and (where any consents are required to be obtained as a condition to such amendment, novation, supplement, extension or restatement being permitted) with the requisite consents

1 7 This Standard Security is subject to the terms of the Security Trust and Intercreditor Deed

2 BOND

The Chargor undertakes to the Security Trustee for itself and as trustee for the Finance Parties that it will pay or discharge to the Security Trustee all the Secured Obligations on demand in writing when the Secured Obligations become due for payment or discharge (whether by acceleration or otherwise)

3 CHARGE

The Chargor hereby in security of the Secured Obligations grants a standard security in favour of the Security Trustee over the Security Subjects

4 STANDARD CONDITIONS

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation thereof operative for the time being, shall apply and the Chargor agrees that the Standard Conditions shall be varied to the effect that -

4 1 the Chargor shall not create or agree to create any subsequent security over the Security Subjects or any part thereof except with the prior written consent of the Security Trustee,

4 2 the insurance to be effected in terms of Standard Condition 5(a) shall provide cover to the extent of the reinstatement value of the Security Subjects and not their open market value, and

4 3 wherever and to the extent that the Standard Conditions are inconsistent with the terms of the Facilities Agreement, the terms of the Facilities Agreement shall prevail and that to such extent the Standard Conditions shall be varied by the terms of the Facilities Agreement,

save to the extent that (i) such amendments are prevented by law or (ii) such amendments would result in the security created by this Standard Security becoming void or unenforceable

5 EVENT OF DEFAULT

At any time where there is an Event of Default that is continuing the Chargor, shall be held to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions

6 NOTICE OF SUBSEQUENT CHARGE

If the Security Trustee or any other Finance Party receives notice of any subsequent charge or other interest affecting all or any part of the Security Subjects the Security Trustee and each other Finance Party may open a new account or accounts in the name of the Chargor and, if or insofar as the Security Trustee or such other Finance Party does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it receives such notice and as and from that time all payments made by the Chargor to the Security Trustee (whether in its capacity as trustee or otherwise) or to another Finance Party shall, notwithstanding any instructions by the Chargor to the contrary, be credited or treated as having been credited to the new account or accounts and shall not operate to reduce the amount due by the Chargor to the Security Trustee or such Finance Party at the time the notice was received

7 POWER OF ATTORNEY

7 1 Appointment

The Chargor by way of security hereby irrevocably appoints the Security Trustee or its or his/her nominee as its attorney (with full powers of substitution and delegation) on its behalf and in its name or otherwise, at such times and in such a manner as the attorney may think fit

7 1 1 to do anything which the Chargor is obliged to do (but has not done) under this Standard Security including, without limitation, to sign, seal, execute and deliver all deeds, documents, notices, further securities, transfers or assignments of and other instruments relating to, and give instructions (in material or dematerialised form) in respect of, the Security Subjects, and

7 1 2 generally to exercise all or any of the rights, powers and discretions conferred on the Security Trustee in relation to the Security Subjects under this Standard Security

7 2 Ratification

The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever its attorney may do or purport to do in the exercise or purported exercise of the power of attorney given by the Chargor under this Clause 7 (*Power of Attorney*)

7 3 Exercise of power

The appointment effected under Clause 7 1 (*Appointment*) shall take effect immediately, but the powers conferred shall only become exercisable upon the Standard Security becoming enforceable

8 APPLICATION OF PROCEEDS

8 1 Application

All monies realised or otherwise arising from the enforcement of the Standard Security shall subject to Clause 8 2 (*Monies on suspense account*) be applied by the Security Trustee

8 1 1 in or towards payment of or provision for all costs and expenses incurred by the Security Trustee,

8 1 2 in or towards payment of or provision for the Secured Obligations in accordance with the Security Trust and Intercreditor Deed, and

8 1 3 after payment or discharge of the Secured Obligations in full, in payment of any surplus to the Chargor or any other person entitled thereto

This Clause 8 (*Application of Proceeds*) is subject to the settlement of any claims which have priority over this Standard Security, and shall not prejudice the right of the Security Trustee or any other Finance Party to recover any shortfall from the Chargor

8 2 Monies on suspense account

Nothing in this Standard Security shall limit the right of the Security Trustee (and the Chargor acknowledges that the Security Trustee is so entitled) if and for so long as the Security Trustee in its discretion shall consider it appropriate, to place all or any monies arising from the enforcement of this Standard Security into a suspense account or accounts (which may be with the Security Trustee), without any obligation to apply the same or any part thereof in or toward the discharge of the Secured Obligations provided that if the aggregate of such monies so placed to the credit of such suspense account or accounts shall equal or exceed the Secured Obligations, the Security Trustee as the case may be shall, subject always to Clause 10 (*Release*), forthwith apply the same towards settlement of the Secured Obligations

8 3 Balance

The rights powers and discretions conferred on the Security Trustee under this Standard Security are subject only to its or his/her obligation to account to the Chargor for any balance of the Security Subjects or their proceeds remaining in its or his/her hands after the Secured Obligations have been fully and unconditionally paid and discharged

9 ASSIGNATION BY THE SECURITY TRUSTEE

The Security Trustee may assign and transfer all of its rights and obligations under this Standard Security to a replacement Security Trustee appointed in accordance with the terms of the Facilities Agreement and the Security Trust and Intercreditor Deed Upon such assignation and transfer taking effect, the replacement Security Trustee shall be and be deemed to be acting for itself and as trustee for the Finance Parties for the purposes of this Standard Security in place of the previous Security Trustee

10 RELEASE

10 1 Release

When the Secured Obligations have been fully and unconditionally paid or discharged the Security Trustee shall at the Chargor's request, and at its expense, discharge this Standard Security and retransfer to the Chargor the Security Subjects to the extent they have not been realised or applied in or towards satisfaction of the Secured Obligations Any payment or realisation in respect of the Secured Obligations which in the opinion of the Security Trustee is liable to be avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, shall not be regarded as having been irrevocably settled or discharged until the expiry of the period during which it may be challenged on any such ground

10 2 Retention of Security

If any payment or realisation in respect of the Secured Obligations is, in the Security Trustee's opinion, liable to be avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, the Security Trustee shall be entitled to retain this Standard Security and the Security undischarged and shall not be obliged to retransfer the Security Subjects until the expiry of the period during which it may be challenged on any such ground

10 3 Avoidance of payments

The Security Trustee's right to recover the Secured Obligations in full shall not be affected or prejudiced by any payment or realisation which is avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, or by any release or discharge given by the Security Trustee on the faith of any such payment or realisation

11 LIABILITY OF SECURITY TRUSTEE

11 1 Limitation

The Security Trustee shall not in any circumstances be liable to the Chargor or any other person for any losses, damages, liabilities or expenses arising from or in connection with the application or enforcement of this Standard Security or any realisation, appropriation or application of the Security Assets or from any act, default or omission of the Security Trustee, or its or his/her officers, employees or agents in relation to the Security Subjects or otherwise in connection with this Standard Security, except to the extent caused by the wilful default or gross negligence of the Security Trustee or its officers, employees or agents

11 2 Heritable Creditor in possession

Without prejudice to Clause 11 1 (*Limitation*), the Security Trustee shall not be liable by reason of entering into possession of the Security Subjects to account as heritable creditor in possession or for any loss on realisation, or for any default or omission for which a heritable creditor in possession would otherwise be liable. If and whenever the Security Trustee enters into possession of the Security Subjects, it shall be entitled to go out of possession at any time at its discretion.

12 MISCELLANEOUS

12 1 Non compliance by Chargor

If the Chargor fails to make any payment or fulfil any obligation due by it under or pursuant to this Standard Security, the Security Trustee shall be entitled to do so on its behalf and in its name (or in its own name as it considers expedient) and/or to take such action to remedy or mitigate the consequences of such failure as it considers expedient, and the amount of any such payment and/or the costs incurred in fulfilling such obligation or mitigating the consequences of such failure, shall be repayable by the Chargor on demand, together with interest at the Default Rate from the date of demand until settlement and shall constitute Secured Obligations.

12 2 Tacking

The Security Trustee and other Finance Parties shall perform any obligation to make further advances to the Chargor under the Facilities Agreement.

12 3 Currency conversion

12 3 1 Irrespective of the currency (whether Sterling or otherwise) in which all or part of the Secured Obligations or the Security Subjects from time to time may be expressed, the Security Trustee shall be entitled, for any purpose under or in connection with this Standard Security, at any time and without prior notification to the Chargor, to convert the amount(s) in question into such other currency (whether Sterling or otherwise) as the Security Trustee may from time to time consider appropriate. Any such conversion shall be effected at the spot market rate of the Security Trustee or such of the Finance Parties as it may select prevailing at the time of such conversion.

12 3 2 If by reason of any applicable law or regulation, or pursuant to any judgement, decree or order against the Chargor, or in respect of the liquidation or other insolvency of the Chargor, or for any other reason, any payment under or in connection with this Standard Security is due or made in a currency (the "**payment currency**") other than the currency in which it is expressed to be due under or in connection with this Standard Security (the "**contractual currency**") then to the extent that the amount of such payment actually received by the Security Trustee when converted into the contractual currency at the applicable rate of exchange falls short of the amount due under or in connection with this Standard Security, the Chargor shall as a separate and independent obligation indemnify and hold the Security Trustee harmless against the amount of such shortfall.

12 3 3 For these purposes "**applicable rate of exchange**" means the rate at which the Security Trustee or other Finance Party is able on or about the date of such payment to purchase, in accordance with its usual practice, the contractual currency with the payment currency, and shall take into account (and the Chargor shall be liable for) any premium and other costs of exchange, including taxes and duties incurred by reason of such exchange

12 4 **Information**

The Security Trustee may from time to time seek from any other provider of finance to the Chargor such information about the Chargor and its affairs as the Security Trustee may think fit. The Chargor directs any such third party to provide such information to the Security Trustee and agrees to provide such further authority for this purpose as the Security Trustee may from time to time require.

13 **NOTICES**

The provisions of Clause 46 (*Notices*) of the Facilities Agreement shall apply *mutatis mutandis* in respect of any certificate, notice demand or other communication given or made under this Standard Security.

14 **GOVERNING LAW AND JURISDICTION**

This Standard Security shall be governed by, and construed in all respects in accordance with, the law of Scotland and, for the benefit of the Security Trustee, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts but without prejudice to the ability of the Security Trustee to proceed against the Chargor in any other appropriate jurisdiction.

15 **WARRANTICE AND CONSENT TO REGISTRATION**

15 1 The Chargor hereby grants warrantice

16 A certificate signed by any official, manager or equivalent account officer of the Security Trustee shall, in the absence of manifest error, conclusively determine the Secured Obligations at any relevant time and shall constitute a balance and charge against the Chargor, and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignment. The Chargor hereby consents to the registration of this Standard Security and of any such certificate for preservation and execution. IN WITNESS WHEREOF these presents consisting of this and the preceding 7 pages are executed as follows -

THE CHARGOR

SUBSCRIBED for and on behalf of
the said **BEINNEUN WIND FARM LTD**

at 10 WEST STREET, JK9 7EG

on 24/09/2015

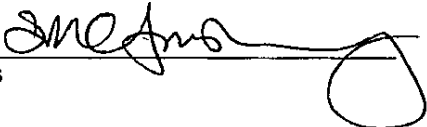
By

SIMON JOHN FOY
Print Full Name


Director/~~Attorney~~

before this witness

SARAH MARGARET CLAIRE ARMSTRONG
Print Full Name


Witness

Address

63, STAMFORD PARK ROAD,

ALTRINCHAM, CHESHIRE, WA15 9EZ