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MG01

Particulars of a mortgage or charge

IRIS Laserform

A fee is payable with this form.

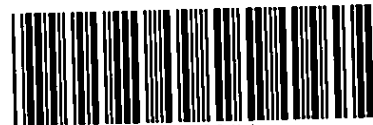
We will not accept this form unless you send the correct fee

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 a Scottish
company. To do this, please use
form MG01s

SATURDAY



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02/03/2013

#177

COMPANIES HOUSE

1	Company details	3	For official use
Company number	5 0 7 1 4 8 7	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *	
Company name in full	Triodos Renewables (Ness Point) Limited (the "Company")		
2	Date of creation of charge		
Date of creation	d2 d6 m0 m2 y2 y0 y1 y3		
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 dated 26 February 2013 granted by Brunel Wind Limited (the "Borrower") and the Charging Guarantors (including the Company) in favour of The Charities Aid Foundation as Security Trustee for itself as a Lender and for the other Lenders (the "Debenture")		
4	Amount secured		
	Please give us details of the amount secured by the mortgage or charge		
Amount secured	(a) all present and future obligations and liabilities of each Obligor (whether actual or contingent and whether owed jointly or severally or in any capacity whatever) which are, or are expressed to be, or may become, due, owing or payable to the Security Trustee or to any of the other Secured Parties and whether or not the Security Trustee of any of the Secured Parties shall have been original parties to the relevant transaction, (b) all costs, commissions, fees and other charges and expenses incurred by the Security Trustee or any Secured Party which are, or are expressed to be, or may become due, owing or payable by any Obligor, and (c) all legal and other costs, charges and expenses which the Security Trustee or any Secured Party may incur in enforcing or obtaining, or attempting to enforce or obtain, payment of any obligation, liability, or money referred to in paragraphs (a) and (b) above (the "Secured Obligations") Please see attached MG01 continuation page in Section 6 of this form for details of definitions used in this form	Continuation page Please use a continuation page if you need to enter more details	

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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 Charities Aid Foundation (the "Security Trustee")	
Address	25 Kings Hill Avenue, Kings Hill, West Malling, Kent	
Postcode	M E 1 9 4 T A	
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	<p>1 Legal Mortgages and Fixed Charges</p> <p>As continuing security for the full and punctual payment, performance and discharge of the Secured Obligations, with full title guarantee and free of any security interest save for Permitted Security, each Chargor charges all its right, title and interest from time to time in and to each of the following assets in favour of the Security Trustee as trustee for the Secured Parties</p> <p>(a) the Mortgaged Property, by way of legal mortgage and all other Charged Property, by way of fixed charge,</p> <p>(b) the Tangible Moveable Property (which is not mortgaged or charged by paragraph (a)) by way of fixed charge,</p> <p>(c) the Shares by way of equitable mortgage,</p> <p>(d) the Investments by way of fixed charge,</p> <p>(e) the Accounts by way of fixed charge,</p> <p>(f) the Insurance Policies and Insurance Rights by way of fixed charge,</p> <p>(g) the Relevant Contracts by way of fixed charge,</p> <p>(h) the Receivables by way of fixed charge,</p> <p>(i) the Intellectual Property Rights by way of fixed charge, and</p> <p>(j) all goodwill and rights in relation to the uncalled capital of each Chargor by way of fixed charge</p> <p>2 Floating Charge</p> <p>(a) As continuing security for the full and punctual payment, performance and discharge of the Secured Obligations, with full title guarantee and free of any security interest save for Permitted Security, and each Chargor charges by way of first floating charge all its present and future assets, property, business, undertaking and uncalled capital together with all Related Rights in favour of the Security Trustee as trustee for the Secured Parties</p> <p>(b) This floating charge shall be without prejudice to and shall rank behind all fixed Security but shall rank in priority to any other security interest created by a Chargor after the date of this Debenture</p> <p>(c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by this Debenture</p> <p>Please see attached MG01 continuation pages in Section 6 for more details and for details of the definitions used in this form</p>	

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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

Not applicable

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 *John Lee* 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 **Ann E Doan**

Company name
Charities Aid Foundation

Address **25 Kings Hill Avenue**

Kings Hill

West Malling

Post town

County/Region **Kent**

Postcode **M E 1 9 4 T A**

Country **United Kingdom**

DX

Telephone **+44 (0) 3000 123 088**

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 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

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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

Form MG01 - continuation sheet 1 of 8
Triodos Renewables (Ness Point) Limited (Company number 5071487)

3 Provisions as to Security

Negative Pledge

No Chargor shall (and the Borrower shall ensure that no Charging Guarantor will) create or permit to subsist any security interest over all or any part of the Security Assets other than Permitted Security

No Disposal

No Chargor shall (and the Borrower shall ensure that no Charging Guarantor will) enter into a single transaction or series of transactions (whether related or not) and whether voluntary or involuntary to sell, transfer, assign, lease, licence or otherwise dispose of any interest in a Security Asset other than Permitted Disposals

Further Assurance

Each Chargor shall (at its own cost), promptly take all action necessary or desirable to

- (A) enable the creation of the Security,
- (B) ensure that the Security is and remains valid, legally binding and enforceable,
- (C) perfect, preserve or protect the Security and its priority,
- (D) confer on the Security Trustee security interests over any of its property and assets located in any jurisdiction outside England and Wales equivalent or similar to the Security, and/or
- (E) facilitate the exercise of any and all of the Security Rights and the realisation of the Security Assets,

including the execution of all such mortgages, charges, assignments and other documents, the giving of all such notices, orders, instructions and directions and the making of all such registrations and filings as the Security Trustee or any Receiver or Delegate may consider necessary from time to time

Each Chargor shall use all reasonable endeavours to obtain as soon as possible (in a form satisfactory to the Security Trustee) any consents necessary to enable each asset of that Chargor to be the subject of the security interest expressed to be created in respect of that asset pursuant to Clause 4 (Legal Mortgages, Fixed Charges and Floating Charge) of the Debenture. Immediately upon obtaining any such consent, the relevant asset shall become subject to such security interest and the relevant Chargor shall promptly deliver a copy of each consent to the Security Trustee

The obligations of each Chargor under the Debenture shall be in addition to the covenants for title deemed to be included in the Debenture by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994

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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

Form MG01 - continuation sheet 2 of 8
Triodos Renewables (Ness Point) Limited (Company number 5071487)

DEFINITIONS

In this Form MG01

"Accounts" means all bank accounts opened or maintained by a Chargor with the Security Trustee or any other financial institution, including all credit balances and the debts represented by those credit balances from time to time on such accounts, accrued but unpaid interest and all Related Rights

"Additional Guarantor" means a company which becomes a Guarantor in accordance with Clause 17.2 (*Additional Guarantors*) of the Facility Agreement

"Agent" means The Charities Aid Foundation, a charity registered in England and Wales (charity number 268369) whose registered office is at 25 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4TA, acting as agent for the Lenders

"Charged Property" means

- (A) the Mortgaged Property, and
- (B) all other Real Property in which a Chargor has an interest (including any right to acquire or right of use or occupation) from time to time

"Charging Guarantors" means

- (A) the Company,
- (B) Triodos Renewables (Caton Moor) Limited (Registered number 2613441 and registered office Triodos Bank, Deanery Road, Bristol, Avon, BS1 5AS), and
- (C) Triodos Renewables (Sigurd) Limited (Registered number 3497701 and registered office Triodos Bank, Deanery Road, Bristol, Avon, BS1 5AS)

"Chargor" means each of the Borrower and each Charging Guarantor, together the **"Chargors"**

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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

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Triodos Renewables (Ness Point) Limited (Company number 5071487)

"Delegate" means a delegate or sub-delegate appointed pursuant to Clause 20.2 (*Delegation*) of the Debenture

"Derived Assets" means any shares, stock or other assets which accrue or are offered, issued, paid or distributed at any time (by way of bonus, rights issue, redemption, reduction, conversion, exchange, substitution, consolidation, subdivision, preference, warrant, option, purchase, dividend or otherwise) in respect of any Shares or Investments

"Facility Agreement" means the £5,000,000 facility agreement dated 26 February 2013 between, amongst others, the Lenders, the Borrower, the Original Guarantors and the Security Trustee

"First Ranking Security" means

- (A) the security granted to Triodos Bank NV by the Obligors, and which Triodos Bank NV holds, under the following documents
 - (i) a debenture dated 28 September 2006 between the Borrower and Triodos Bank NV,
 - (ii) a debenture dated 28 September 2006 between the Company and Triodos Bank NV,
 - (iii) a debenture dated 28 September 2006 between Hainsford Energy (Caton Moor) Limited and Triodos Bank NV,
 - (iv) a debenture dated 28 September 2006 between Hainsford Energy (Sigurd) Limited and Triodos Bank NV,
 - (v) a legal mortgage dated 28 September 2006 granted by the Company to Triodos Bank NV,
 - (vi) a legal mortgage dated 28 September 2006 between Hainsford Energy (Caton Moor) Limited and Triodos Bank NV,
 - (vii) a standard security dated 28 September 2006 granted by Hainsford Energy (Sigurd) Limited to Triodos Bank NV,
 - (viii) a charge and release over a deposit dated 28 September 2006 between the Borrower and Triodos Bank NV,

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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	<div data-bbox="655 450 1473 517"> <p>Form MG01 - continuation sheet 4 of 8 Triodos Renewables (Ness Point) Limited (Company number 5071487)</p> </div> <div data-bbox="416 546 1457 1039"> <p>(ix) a charge over shares in respect of the entire issued share capital of the Company dated 28 September 2006 between the Borrower and Triodos Bank NV,</p> <p>(x) a charge over shares in respect of the entire issued share capital of Hainsford Energy (Caton Moor) Limited dated 28 September 2006 between the Borrower and Triodos Bank NV, and</p> <p>(xi) a charge over shares in respect of the entire issued share capital of Hainsford Energy (Sigurd) Limited dated 28 September 2006 between the Borrower and Triodos Bank NV, and</p> <p>(B) a charge granted to British Gas Trading Limited by Hainsford Energy (Caton Moor) Limited under a security agreement dated 21 April 2005</p> <p>"Guarantor" means an Original Guarantor or an Additional Guarantor, unless, in either case, it has ceased to be a Guarantor in accordance with <u>Clause 17.4</u> (<i>Resignation of a Guarantor</i>) of the Facility Agreement</p> <p>"Insurance Policy" means any policy of insurance, insurance or indemnity in which a Chargor may from time to time have an interest (to the extent of its interest) together with all Related Rights</p> <p>"Insurance Rights" means all amounts payable to a Chargor under or in connection with an Insurance Policy and all rights of any Chargor in connection with those amounts</p> <p>"Intellectual Property Rights" means all rights in know-how, patents, designs, utility models, copyrights, trade marks, service marks, trade and business names or signs, domain names, topographical or similar rights any data base or know-how or any confidential information anywhere in, and any other associated or similar (in nature or effect) rights anywhere in the world, whether registered or not, and including all applications for registration of any of them and rights to apply for them in any part of the world and all rights (including by way of licence) in, and other rights to use, any of them, and in each case, together with all Related Rights</p> <p>"Investments" means</p> <div data-bbox="416 1778 1362 1924"> <p>(A) the entire issued share capital of the Company,</p> <p>(B) the entire issued share capital of Triodos Renewables (Caton Moor) Limited (company number 2613441),</p> </div> </div>	

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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

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Triodos Renewables (Ness Point) Limited (Company number 5071487)

- (C) the entire issued share capital of Triodos Renewables (Sigurd) Limited (company number 3497701),
- (D) any equity securities including shares and stock (but not including the Shares),
- (E) any debt securities and other forms of instrument giving rise to or acknowledging indebtedness including bonds, notes, certificates of deposit, depositary receipts, loan stock and debenture stock,
- (F) all interests in collective investment schemes, and
- (G) all warrants, options and other rights to subscribe, purchase, call for delivery or otherwise acquire any investments of a type described in the foregoing paragraphs,

and includes each Chargor's rights in or in respect of and claims relating to investments of a type specified in (A) to (G) above (and whether or not on a fungible basis), including any rights or claims against any trustee, nominee, depositary, intermediary, fiduciary, custodian or clearance or settlement system and all Related Rights

"Lenders" means

- (A) The Charities Aid Foundation,
- (B) Mr Roger Ross,
- (C) Mrs Patricia Ross,
- (D) Tower Pension Trustees Limited in its capacity as trustee of the Curtis Bank Full SIPP re Mr Roger Ross (reference 104537), and
- (E) Tower Pension Trustees Limited in its capacity as trustee of the Curtis Bank Full SIPP re Mrs Patricia Ross (reference 104536)

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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

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Triodos Renewables (Ness Point) Limited (Company number 5071487)

"Mortgaged Property" means

- (A) the leasehold interests held by the Company over land at Ness Point, North Beach, Lowestoft, Suffolk and the electricity substation site at Gas Works Road, Lowestoft (registered at H M Land Registry with title numbers SK272358 and SK266879),
- (B) the leasehold interest held by Triodos Renewables (Caton Moor) Limited over land at Windfarm Site, Caton Moor, Caton-with-Littledale, Lancaster, LA2 9ET (registered at H M Land Registry with title number LAN14184), and
- (C) all Real Property vested in any Chargor at the date of the Debenture

"Obligor" means the Borrower or a Guarantor

"Original Guarantor" means a Charging Guarantor or Triodos Renewables plc (registered number 2978651 and registered office Triodos Bank, Deanery Road, Bristol, Avon, BS1 5AS)

"Permitted Disposals" means disposals

- (A) made in the ordinary course of day to day business of the Chargors,
- (B) of assets in exchange for other assets of comparable, or superior as to, type, value or quality, or
- (C) made with the consent of the Security Trustee

"Permitted Security" means

- (A) the Transaction Security,
- (B) the First Ranking Security,
- (C) any lien arising by operation of law or agreement of similar effect and in the ordinary course of business,
- (D) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having a similar effect in respect of goods supplied to an Obligor in the ordinary course of business,

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<div style="text-align: right;">Form MG01 - continuation sheet 7 of 8</div> <div style="text-align: center;">Triodos Renewables (Ness Point) Limited (Company number 5071487)</div> <p>(E) any Security (existing at the date of the Facility Agreement) over assets of an Obligor so long as the Security is irrevocably removed or discharged by no later than 90 days after the date of the Facility Agreement,</p> <p>(F) Security arising over bank accounts held with or documents of title deposited with a bank under its general conditions of business, and</p> <p>(G) any Security to which the Agent has given its consent</p> <p>"Real Property" means freehold, leasehold or other immoveable property together with any buildings and fixtures (including construction work in progress), fittings and fixed plant, machinery and equipment situated on or forming part of any such property and including all Related Rights</p> <p>"Receivables" means any debts and monetary claims owing to a Chargor, including any such claims relating to or derived from any Intellectual Property Rights, any Shares and Investments, any Relevant Contracts or any Insurance Policy, in each case together with any proceeds of such debts and monetary claims and all Related Rights</p> <p>"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets</p> <p>"Related Rights" means, in relation to any asset</p> <p>(A) the proceeds of sale or other disposal of any part of that asset,</p> <p>(B) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,</p> <p>(C) all other assets and rights at any time receivable or distributable in respect of, or in exchange for, that asset,</p> <p>(D) the benefit of all rights in respect of or appurtenant to that asset (including, the benefit of all claims, distributions, covenants for title, warranties, guarantees, indemnities and security interests), and</p> <p>(E) any moneys and proceeds paid or payable in respect of that asset,</p> <p>and (to the extent not included in paragraphs (A) to (E) above), in relation to Shares and Investments, includes all Derived Assets and all cash dividends, interest and other sums paid or payable in respect of any Shares or Investments</p>

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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 style="text-align: right;">Form MG01 - continuation sheet 8 of 8</p> <p style="text-align: center;">Triodos Renewables (Ness Point) Limited (Company number 5071487)</p> <p>"Relevant Contracts" means any contract or agreement to which a Chargor is a party from time to time or in which a Chargor otherwise has an interest, together with all Related Rights</p> <p>"Secured Parties" means the Security Trustee, the Agent and the Lenders</p> <p>"Security" means the security interests constituted or expressed to be constituted in favour of the Security Trustee on behalf of the Lenders by or pursuant to the Debenture</p> <p>"Security Assets" means all the assets which from time to time are the subject of the Security</p> <p>"Security Documents" means the Debenture and such other documents which may be designated as "Security Documents" by the parties to the Facility Agreement from time to time</p> <p>"Security Rights" means all rights of the Security Trustee or any Receiver or Delegate provided by or pursuant to the Debenture or by law in respect of the subject matter of the Debenture</p> <p>"Shares" means</p> <ul style="list-style-type: none"> (A) the entire issued share capital of the Company, (B) the entire issued share capital of Triodos Renewables (Caton Moor) Limited (company number 2613441), (C) the entire issued share capital of Triodos Renewables (Sigurd) Limited (company number 3497701), and (D) any Investments which are designated in writing as Shares by the Security Trustee from time to time, <p>in each case, together with all Related Rights</p> <p>"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of any Chargor's stock in trade) in which any Chargor may have an interest from time to time, together with all Related Rights</p> <p>"Transaction Security" means the security created under the Security Documents</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5071487
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 26
FEBRUARY 2013 AND CREATED BY TRIODOS RENEWABLES
(NESS POINT) LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM EACH OBLIGOR TO THE CHARITIES
AID FOUNDATION (THE "SECURITY TRUSTEE") OR TO ANY OF
THE OTHER SECURED PARTIES ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 2 MARCH 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 MARCH 2013



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**