

MG01

Particulars of a mortgage or charge



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**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**

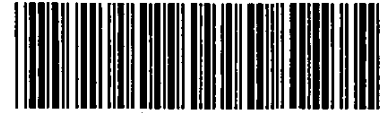
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT for**

You cannot use this form  
particulars of a charge for  
company. To do this, please  
use form MG01s

TUESDAY



A21

\*A14LB0GP\*

13/03/2012

#4

COMPANIES HOUSE

**1**

**Company details**

Company number

0 6 8 1 5 3 1 9

Company name in full

Eye Airfield Wind Direct Limited (the "Company")

For official use

**→ Filling in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2**

**Date of creation of charge**

Date of creation

d0 d8 m0 m3 y2 y0 y1 y2

**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

Deed of debenture between (1) the Company and (2) Triodos Bank NV (the  
"Bank") dated 8th March 2012 (the "Debenture")

**4**

**Amount secured**

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

Amount secured

All the Company's liabilities to the Bank of any kind and in any  
currency (whether present or future, actual or contingent, and  
whether incurred alone or jointly with another and in whatever style or  
name and whether as principal or surety) together with the Bank's  
charges and commission, Interest and Expenses

(See continuation sheet for definitions)

**Continuation page**

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

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## Particulars of a mortgage or charge

### 5 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	Triodos Bank NV (UK Branch Registration Number (BR3012)
Address	Deanery Road
	Bristol
Postcode	B S 1 5 A S
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

#### 1 Security

The Company with full title guarantee

- 1 1 charged to the Bank, by way of first legal mortgage, all the Properties listed in schedule 1 to the Debenture,
- 1 2 charged to the Bank, by way of first fixed charge
  - 1 2 1 all Properties not effectively mortgaged or charged under the preceding provisions of clause 1 of the Debenture,
  - 1 2 2 all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties,
  - 1 2 3 all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Company's business or the use of any Charged Property, and all rights in connection with them,
  - 1 2 4 all present and future goodwill and uncalled capital for the time being of the Company,
  - 1 2 5 the Equipment,
  - 1 2 6 the Intellectual Property,
  - 1 2 7 the Book Debts,
  - 1 2 8 the Monetary Claims,
  - 1 2 9 the Investments, and
  - 1 2 10 all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account)

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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

1 3 assigned to the Bank, by way of first fixed mortgage, all its rights in any policies of insurance or assurance present or future (including, without limitation, any insurances relating to the Properties or the Equipment), and

1 4 charged to the Bank, by way of first floating charge, all the undertaking, property, assets and rights of the Company at any time not effectively mortgaged, charged or assigned pursuant to clause 1 1 to clause 1 3 inclusive

#### 2 Assignment of Specified Agreements

The Company assigned all its rights under and in respect of each of the Specified Agreements to the Bank, to hold absolutely, provided that, to the extent that any such right is not capable of assignment, the assignment of the right purported to be effected pursuant to clause 5 of the Debenture will operate as an assignment of any compensation, profit, rent, remuneration, income, damage or other payment which the Company may derive from that right or be awarded or entitled to in respect of that right

#### 3 Further Assurance

3 1 The Company, at its own cost, shall prepare and execute in favour of the Bank, or as the Bank shall direct, such further legal or other assignments, mortgages, securities or charges (containing a power of sale and such other provisions as the Bank may reasonably require) as the Bank, in its absolute discretion, requires from time to time over all or any part of the Charged Property

3 2 The Company will at any time if and when required by the Bank give notice to such parties as the Bank may require of any such further legal or other assignments, mortgages, securities or charges and will take such other steps as the Bank may require to perfect any of the same

#### 4 Restrictions and Charged Property

The Company shall not at any time, except with the prior written consent of the Bank

4 1 create, purport to create or permit to subsist any Encumbrance on, or in relation to, the Charged Property other than this debenture (save for a lien arising by operation of law in the ordinary course of business), or

4 2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property except, in the case of Charged Property which is only subject to an uncrystallised floating charge, by way of sale at full value in the usual course of business of the Company as carried on at the date of this debenture, or

4 3 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party

#### Definitions

**Book Debts** means all present and future book debts due or owing to the Company, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the

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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

Company in relation to any of them,

**Charged Property** means all the assets, property and undertaking for the time being subject to the security interests created by the Debenture (and references to the Charged Property shall include references to any part of it),

**Designated Account** means any account nominated by the Bank as a designated account for the purposes of the Debenture,

**Encumbrance** means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect,

**Equipment** means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Company, including any part of it and all spare parts, replacements, modifications and additions together with any associated warranties and maintenance contracts,

**Expenses** means all expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Charged Property or the Secured Liabilities or in taking or perfecting the Debenture or in preserving defending or enforcing the security created by this debenture or in exercising any power under this debenture or otherwise with Interest from the date they are incurred,

**Intellectual Property** means the Company's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights,

**Interest** means interest at the rate(s) charged to the Company by the Bank from time to time,

**Investments** means all present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Company, including all rights accruing or incidental to those investments from time to time,

**Monetary Claims** means all monetary debts (other than the Book Debts) and claims (including things in action which may give rise to a debt) due or owing to the Company and the benefit of all rights relating to them,

**Properties** means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Company, or in which the Company holds an interest (including, but not limited to, the properties which are briefly described in the schedule to this debenture) and all buildings and fixtures (including trade fixtures), fixed plant and machinery from time to time on any such property, and **Property** means any of them,

**Receiver** means a receiver and/or manager of any or all of the Charged Property appointed under the Debenture,

**Secured Liabilities** means all the Company's liabilities to the Bank of any kind and in any currency (whether present or future, actual or contingent, and whether incurred alone or

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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

jointly with another and in whatever style or name and whether as principal or surety) together with the Bank's charges and commission, Interest and Expenses,

**Specified Agreements** means the agreements referred to in Schedule 2 of the Debenture, including

- (a) any form of security or support of any kind issued to or expressed to be for the benefit of the Company under or in respect of such agreements,
- (b) all rights to make claims or demand payment under, or performance of, any provision of such agreements,
- (c) all causes and rights of action arising under such agreements against any relevant counterparty, and
- (d) any intellectual property rights directly or indirectly granted or arising in favour of the Company under such agreements,

the rights of which are assigned pursuant to Clause 5 of the Debenture

#### Schedules

Schedule 1 - left intentionally blank

Schedule 2 - left intentionally blank

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## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount n/a

### 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 TST LLP

X

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

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Georgiana Applegate

Company name TLT LLP

Address One Redcliff Street

Post town Bristol

County/Region

Postcode B S 1 6 T P

Country

DX 7815 Bristol

Telephone 0117 917 8018



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



FILE COPY

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

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

COMPANY NO. 6815319  
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 8 MARCH  
2012 AND CREATED BY TRIODOS RENEWABLES (EYE)  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY FORMERLY KNOWN AS EYE  
AIRFIELD WIND DIRECT LIMITED TO TRIODOS BANK NV ON  
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT  
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE  
13 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 MARCH 2012

Dx



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES