

MG01

Particulars of a mortgage or charge



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
company. To do this, please
use form MG01s

TUESDAY



A14LB0GX

A21

13/03/2012

#5

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 "Mortgagor")

2

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

0 8 0 3 2 0 1 2

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

Legal Charge between (1) the Mortgagor and (2) Triodos Bank NV (the
"Bank") dated 8 March 2012 (the "Legal Charge")

4

Amount secured

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

Amount secured

All of the Mortgagor'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 form for definitions)

Continuation page

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

MG01**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 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**1 1 The Mortgagor with full title guarantee charged to the Bank**

1 1 1 by way of first legal mortgage, the Property (to the full extent of the Mortgagor's Interest in The Property or its proceeds of sale),

1 1 2 by way of first fixed charge

(a) the Property to the extent it is not effectively mortgaged or charged under clause 1 1 above,

(b) all its rights in any policies of insurance relating to the Property, including the proceeds of any claims under such policies, the rent and the benefit of any guarantee or security in respect of the rent, to the extent not effectively assigned under Clause 1 3 below,

(c) the benefit of all contracts, guarantees, appointments, warranties and other documents to which the Mortgagor is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation or otherwise of or relating to the Mortgaged Property, including, in each case, but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them,

(d) all licences and authorisations (statutory or otherwise) held or required in connection with the Mortgagor's business carried on at the Property or the use of any Mortgaged Property, and all rights in connection with them, and

(e) all present and future goodwill of any business carried on at the Property by or on behalf of the Mortgagor,

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="316 371 1038 405">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="411 434 1469 495">1 1 3 where the Mortgagor is a company, by way of first floating charge, all present and future Chattels owned by the Mortgagor or in which the Mortgagor has an interest</p> <p data-bbox="316 517 1453 577">1 2 As a continuing security for the payment and discharge of the Mortgagor's Liabilities, the Mortgagor with full title guarantee assigns to the Bank</p> <p data-bbox="411 600 1461 660">1 2 1 all its rights in any policies of insurance relating to the Property, including the proceeds of any claims under such policies, and</p> <p data-bbox="411 683 1485 763">1 2 2 the Rent and the benefit of any guarantee or security in respect of the Rent, provided that nothing in this clause 1 shall constitute the Bank as mortgagee in possession</p> <p data-bbox="316 837 643 864">2 Further assurance</p> <p data-bbox="316 891 1493 1032">2 1 The Mortgagor, 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 Mortgaged Property</p> <p data-bbox="316 1055 1485 1167">2 2 The Mortgagor 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</p> <p data-bbox="316 1211 882 1245">3 Restrictions and Mortgaged Property</p> <p data-bbox="411 1267 1422 1301">The Mortgagor shall not at any time, except with the prior written consent of the Bank</p> <p data-bbox="316 1323 1437 1384">3 1 create, purport to create or permit to subsist any mortgage, charge, lien or other encumbrance on, or in relation to, the Mortgaged Property other than this Mortgage, or</p> <p data-bbox="316 1406 1437 1467">3 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 Mortgaged Property, or</p> <p data-bbox="316 1489 1430 1550">3 3 create or grant (or purport to create or grant) any interest in the Mortgaged Property in favour of a third party</p> <p data-bbox="316 1617 451 1644">Definitions</p> <p data-bbox="316 1671 1493 1731">Chattels means all stock, goods, moveable plant, machinery, tools, furniture and equipment now or from time to time placed on or used in or about (but not forming part of) the Property,</p> <p data-bbox="316 1753 1477 1895">Expenses means all expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Mortgaged Property or the Mortgagor's Liabilities or in taking or perfecting this Mortgage or in preserving defending or enforcing the security created by this Mortgage or in exercising any power under this Mortgage or otherwise with Interest from the date they are incurred,</p> <p data-bbox="316 1917 1430 1951">Interest means interest at the rate(s) charged to the Mortgagor by the Bank from time to time,</p> <p data-bbox="316 1973 810 2002">LPA means the Law of Property Act 1925,</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

Mortgaged Property means the Property and all other assets, revenues, rights and benefits described in clauses 4 1 and 4 2 of the Legal Charge,

Mortgagor's Liabilities means all of the Mortgagor'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,

Property means the land at Eye, Ipswich comprising (i) the two parcels of land shaded red and cross hatched green labelled "footprint of turbine foundation (demised premises)" on the plan attached to the Legal Charge and (ii) the two rectangular parcels of land shaded purple and cross hatched green labelled "WTG transformer house (demised premises)" on the plan attached to the Legal Charge all of which are more particularly described in the lease dated 8 March 2012 between Roy Victor Humphrey (1) and the Company (2),

Receiver means a receiver and/or manager of any or all of the Mortgaged Property appointed under this Mortgage, and

Rent means all amounts payable to or for the benefit of the Mortgagor by way of rent, licence fee service charge, dilapidations, ground rent and rent charge and any mesne profits in respect of the Property and other monies payable to or for the benefit of the Mortgagor in respect of the occupation or usage or any part of the Property including without limitation for display of advertisements on licence or otherwise

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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

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 TCT LLP

X

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

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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 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 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 MORTGAGE OR CHARGE

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

COMPANY NO. 6815319
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE 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

(Signature)



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES