

MG01

Particulars of a mortgage or charge

V71499/13



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

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12/10/2012

#161

COMPANIES HOUSE

1

Company details

Company number 0 7 4 7 0 4 6 8

Company name in full Five Oaks Solar Park Limited (the "Chargor")

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 d5 m1 m0 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 a debenture (the "**Debenture**") dated 5 October 2012 and made between (1) the Chargor and (2) Norddeutsche Landesbank Girozentrale, London Branch as security agent for itself and the other Finance Parties (the "**Security Agent**").

4

Amount secured

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

Amount secured by way of security, all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) owing or incurred by the Chargor to any Secured Party under or pursuant to any Finance Document (including all monies covenanted to be paid under the Debenture) (the "**Secured Obligations**").

Please see the continuation page for further definitions of the terms used in this form MG01

Continuation page

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

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4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>In this form MG01 the following expressions shall have the following meanings:</p> <p>"Agent" means the agent as defined in the Facility Agreement;</p> <p>"Assigned Assets" means the Security Assets expressed to be assigned pursuant to Paragraph 1.2 (Security assignments);</p> <p>"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,</p> <p>"Charged Securities" means all stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by the Chargor, held by a nominee, trustee, fiduciary or clearance system on its behalf or in which the Chargor has an interest at any time;</p> <p>"Equipment" means machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property, including, without limitation, data processing hardware and software, motor vehicles, tools and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located and any other asset which would be treated as a fixed asset under GAAP.</p> <p>"Facility Agreement" means the facility agreement dated the same date as the Debenture and made between, among others, (1) Amber Solar Parks Limited as Borrower and (2) the Security Agent, pursuant to which the Finance Parties agreed to make certain facilities available to the Borrower;</p> <p>"Finance Party" means each party to the Facility Agreement and the other Finance Documents (as applicable) from time to time;</p> <p>"Finance Document" means each document designated as a Finance Document under the Facility Agreement from time to time;</p> <p>"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of the Chargor or in which the Chargor from time to time has an interest, including, without limitation the policies of insurance (if any) specified in part 5 of schedule 1 of the Debenture;</p> <p>"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Chargor in, or relating to:</p> <p>(a) any patents, trade marks, service marks, designs, business names,</p>

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and</p> <p>(b) the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist),</p> <p>(including, without limitation, the intellectual property rights (if any) specified in part 3 of schedule 1 of the Debenture),</p> <p>"Project" means the financing, operation and maintenance of a photovoltaic system together with all the ancillary plant, foundations, sub-station, cabling, lines, buildings, roads, equipment, apparatus and works at two solar park sites;</p> <p>"Project Agreement" means each agreement designated a Project Agreement in the Facility Agreement;</p> <p>"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Chargor or in which the Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 1 of the Debenture), together with:</p> <p>(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon, whether or not constituting a fixture at law (owned by the Chargor);</p> <p>(b) all easements, rights and agreements in respect thereof; and</p> <p>(c) the benefit of all covenants given in respect thereof,</p> <p>"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:</p> <p>(a) the benefit of all rights, guarantees, security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and</p> <p>(b) all proceeds of any of the foregoing;</p> <p>"Related Rights" means, in relation to any Charged Security:</p> <p>(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of</p>	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>this definition; and</p> <p>(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p>"Relevant Contract" means</p> <p>(a) each agreement specified in part 4 of schedule 1 of the Debenture together with each other agreement supplementing or amending or novating or replacing the same; and</p> <p>(b) any other agreement, contract or document whether now or hereafter existing relating to or connected with the Project (including, for the avoidance of doubt, any Project Agreement) to which the Chargor is party or in respect of which it derives rights or benefits from time to time and which the Chargor and the Agent and/or Security Agent designate a "Relevant Contract" in writing;</p> <p>"Secured Parties" means each Finance Party from time to time party to the Facility Agreement and any receiver or delegate of any Finance Party;</p> <p>"Security" means a mortgage, charge, pledge, lien, hypothecation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;</p> <p>"Security Account" means.</p> <p>(a) such specially designated account(s) with any Secured Party as the Security Agent may from time to time direct; or</p> <p>(b) such other account(s) as the Security Agent may from time to time direct,</p> <p>(each such account(s) together with all additions to or renewals or replacements thereof (in whatever currency)), including the accounts specified in part 2 of schedule 1 of the Debenture;</p> <p>"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture,</p>	

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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 Norddeutsche Landesbank Girozentrale, London Branch

Address One Wood Street,

London

Postcode E C 2 V 7 W T

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 Please see the continuation page for more details of the property mortgaged or charged by the Debenture.

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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>FIXED SECURITY</p> <p>1.1 Fixed charges</p> <p>The Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by the Chargor, or in which it from time to time has an interest:</p> <p>(a) by way of first legal mortgage:</p> <p>(1) the Real Property (if any) specified in part 1 of schedule 1 of the Debenture, and</p> <p>(11) all other Real Property (if any) at the date of the Debenture vested in, or charged to, the Chargor (not charged by Paragraph 1.1(a)(1)),</p> <p>(b) by way of first fixed charge:</p> <p>(1) all other Real Property and interests in or over Real Property (not charged by Paragraph 1.1(a));</p> <p>(11) all licences to enter upon or use land and the benefit of all other agreements relating to land; and</p> <p>(111) the proceeds of sale of all Real Property;</p> <p>(c) by way of first fixed charge all plant and machinery (not charged by Paragraph 1.1(a) or 1.1(b)) and the benefit of all contracts, licences and warranties relating to the same;</p> <p>(d) by way of first fixed charge:</p> <p>(1) the Equipment (if any) listed in part 6 of schedule 1 of the Debenture (to the extent such Equipment is not charged by Paragraph 1.1(c));</p> <p>(11) all Equipment (other than any Equipment specified in Paragraph 1.1(d)(1) above) now, or from time to time hereafter owned by the Chargor or in which the Chargor has an interest which is capable of being charged and the benefit of all contracts and warranties relating to the same which is capable of being charged;</p> <p>(111) all computers, vehicles, office equipment and other equipment (not charged by Paragraph 1.1(c)), and</p> <p>(1v) the benefit of all contracts, licences and warranties relating to the same;</p> <p>(e) by way of first fixed charge all Charged Securities together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of</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

any Charged Investments;

(f) by way of first fixed charge:

(1) the Security Accounts and all monies at any time standing to the credit of the Security Accounts;

(11) all other accounts of the Chargor with any bank, financial institution or other person at any time not charged by Paragraph 1.1(e)(1) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

(g) by way of first fixed charge:

(1) the Intellectual Property (if any) specified in part 3 of schedule 1 of the Debenture; and

(11) all other Intellectual Property (if any) (not charged by Paragraph 1.1(g)(1)),

(h) to the extent that any Assigned Asset is not effectively assigned under Paragraph 1.2 (Security assignments), by way of first fixed charge such Assigned Asset;

(1) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture):

(1) the benefit of all licences, consents, agreements and transaction authorisations held or used in connection with the business of the Chargor or the use of any of its assets; and

(11) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it;

(j) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor

1.2 Security assignments

The Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:

(a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;

(b) each of the following:

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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) all Insurances specified in part 5 of schedule 1 of the Debenture;
and

(11) all other Insurances (not assigned by Paragraph 1.1(b)(11)),

and all claims under the Insurances and all proceeds of the Insurances,
and

(c) all other Receivables (not assigned under Paragraph 1.2(a) or 1.2
(b)).

To the extent that any Assigned Asset described in Paragraph 1.2(b) is not
assignable, the assignment which that clause purports to effect shall
operate as an assignment of all present and future rights and claims of
the Chargor to any proceeds of such Insurances

2. FLOATING CHARGE

The Chargor charges and agrees to charge by way of first floating charge
all of its present and future assets and undertaking (wherever located)
not otherwise effectively charged by way of fixed mortgage or charge or
assigned pursuant to Paragraph 1.1 (Fixed charges), Paragraph 1.2
(Security assignments) or any other provision of the Debenture.

Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to any
floating charge created by or pursuant to the Debenture (and each such
floating charge is a qualifying floating charge for the purposes of the
Insolvency Act 1986)

3. ADDITIONAL NOTES

3.1 Negative pledge and Disposals

The Chargor shall not do or agree to do any of the following without the
prior written consent of the Security Agent:

(a) create or permit to subsist any Security or quasi-Security on any
Security Asset other than as created by this Deed, or

(b) sell, transfer, lease, lend or otherwise dispose of (whether by a
single transaction or a number of transactions and whether related or not
and whether voluntarily or involuntarily) the whole or any part of its
interest in any Security Asset, other than to Amber Solar Parks Limited.

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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 Nil

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 *MS Carmem McKenna* 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 Camilla Read

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

London

Post town

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3000



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7470468
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 OCTOBER
2012 AND CREATED BY FIVE OAKS SOLAR PARK LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO ANY SECURED PARTY ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 12 OCTOBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 OCTOBER
2012

OX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES