

MG01

Particulars of a mortgage or charge

0.080243/13



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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 on a
company. To do this you must use
form MG01s

TUESDAY



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09/10/2012

#13

COMPANIES HOUSE

please

gov.uk

1

Company details

Company number

0 7 4 7 4 3 1 2

Company name in full

Blackstone Edge Wind Farm Limited

For official use

Filing 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 d1 m1 m0 y2 y0 y1 y2

3

Description

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Debenture dated 01 October 2012 between Blackstone Edge Wind Farm Limited
(as **Chargor**) and National Australia Bank Limited (as **Security Trustee**)
(**Debenture**).

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Amount secured

Amount secured

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

See Continuation Sheet

Continuation page

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

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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 National Australia Bank Limited

Address 88 Wood Street

London

Postcode E C 2 V 7 Q Q

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

See Continuation Sheet

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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

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 *Norton Rose 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 NOKU/LN55182

Company name Norton Rose LLP (Collect
London Counters)

Address 3 More London Riverside

Post town

County/Region

Postcode S E 1 2 A Q

Country United Kingdom

DX

Telephone +44 (0)20 7283 6000



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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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

Amounts Secured

All present and future moneys, debts and liabilities including, at any time, any amendment to or increase of such liabilities (actual or contingent whether or not matured and whether as principal, directly or otherwise) as may be from time to time due, owing or accrued (whether or not due at such time) or incurred by the Chargor or any other Obligor to any Secured Party under or in connection with any Finance Document or to any Intercompany Creditor (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, whether or not matured and whether as principal, surety or otherwise), and includes, but is not limited to, any such moneys, debts or liabilities arising in connection with any Future Wind Farm (or Debt Service Costs in respect thereof) or any wind farm project which the parties agree to treat as a Future Wind Farm for the purposes of the Common Terms Agreement whether or not such Future Wind Farm (or wind farm project) is known to, or contemplated by, the parties at the date hereof and whether or not such Future Wind Farm (or wind farm project) complies in all or any respects with the Investment Criteria or is included in the Portfolio in compliance with the provisions of the Finance Documents,

Definitions

Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company,

Accession Deed means an Accession Deed in the form of Schedule 9 (Accession Deed) of the Common Terms Agreement,

Account Bank means Lloyds Banking Group or any other person appointed as such in accordance with the Accounts Agreement,

Borrower means Maestro (Holdings 2) Limited a company incorporated under the laws of England and Wales with registered number 07474316, whose registered office is at First Floor, 500 Pavilion Drive, Northampton Business Park, Northampton, Northamptonshire, NN4 7YJ,

Facilities means the

- (a) Blackstone Edge facilities in respect of Black Edge Wind Farm Limited,
- (b) the Gordonstown facilities in respect of Gordonstown Hill Wind Farm Limited,
- (c) the Tedder Hill facilities in respect of Tedder Hill Wind Farm Limited,
- (d) the Westfield facilities in respect Westfield Wind Farm Limited,
- (e) the Wingates facilities in respect of Wingates Wind Farm Limited,
- (f) the debt service reserve facility to be made available to the Borrower under the DSR Facility Agreement (the **DSR Facility**), and
- (g) any Future Facilities

and **Facility** means any one of them

Finance Documents means

- (a) the common terms agreement dated 01 October 2012 between, amongst others, the Chargor and the Finance Parties, as it may from time to time be amended, restated,

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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>novated, or replaced (Common Terms Agreement);</p> <p>(b) the Facilities Agreements, which means,</p> <p>(i) the facilities agreement dated 01 October 2012 between the Borrower and the Lenders in respect of Blackstone Edge Wind Farm (the Blackstone Edge Facilities Agreement),</p> <p>(ii) the facilities agreement dated 01 October 2012 between the Borrower and the Lenders in respect of Gordonstown Wind Farm (the Gordonstown Facilities Agreement),</p> <p>(iii) the facilities agreement dated 01 October 2012 between the Borrower and the Lenders in respect of Tedder Hill Wind Farm (the Tedder Hill Facilities Agreement),</p> <p>(iv) the facilities agreement dated 01 October 2012 between the Borrower and the Lenders in respect of Westfield Wind Farm (the Westfield Facilities Agreement),</p> <p>(v) the facilities agreement dated 01 October 2012 between the Borrower and the Lenders in respect of Wingates Wind Farm (the Wingates Facilities Agreement),</p> <p>(vi) the facilities agreement dated 01 October 2012 between the Borrower and the Lenders in respect of the DSR Facility (the DSR Facility Agreement), and</p> <p>(vii) each Future Facilities Agreement substantially in the form of the Facilities Agreements</p> <p>(c) the agreement dated 01 October 2012 and entered into between the Borrower, the Account Bank, the Security Trustee and the Facility Agent in relation to the operation of the Project Accounts (the Accounts Agreement),</p> <p>(d) the agreement dated 01 October 2012 and entered into between the Obligors in relation to the payment of funds and pooling of Revenues (as defined in the Common Terms Agreement) between the Obligors (the Cash Pooling and Intercompany Loan Agreement),</p> <p>(e) the Equity Contribution Agreement, which means</p> <p>(i) the equity contribution agreement dated 01 October 2012 and entered into between the Borrower, Holdco, the Shareholder, the Indirect Shareholder and the Security Trustee, and</p> <p>(ii) each equity contribution agreement entered into in respect of a Future Wind Farm in accordance with clause 4.2 (Future Lenders and Future Facilities) of the Common Terms Agreement</p> <p>(f) each letter of credit issued or to be issued under a Facilities Agreement (each Letter of Credit),</p> <p>(g) each Direct Agreement, which means</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	<ul style="list-style-type: none"> (i) each TSA Direct Agreement (as defined in the Common Terms Agreement), (ii) each MSA Direct Agreement (as defined in the Common Terms Agreement), (iii) each COMSA Direct Agreement (as defined in the Common Terms Agreement), (iv) each SMS Direct Agreement (as defined in the Common Terms Agreement), (v) each Balance of Plant Contract Direct Agreement (as defined in the Common Terms Agreement), (vi) each PPA Direct Agreement (as defined in the Common Terms Agreement), (vii) each ROC Sales Direct Agreement (as defined in the Common Terms Agreement), (viii) each Grid Connection Direct Agreement (as defined in the Common Terms Agreement), (ix) each Landowner Direct Agreement (as defined in the Common Terms Agreement), (x) each Construction Technical Adviser Direct Agreement (as defined in the Common Terms Agreement), (xi) any other direct agreement which is entered into in respect of a Future Wind Farm, and (xii) any agreement that replaces any of the agreements listed above, (h) any agreement or instrument relating to the protection against or benefit from any rate or price (including a swap, option, cap, collar, forward or floor) and any other derivative or risk hedging agreement or instrument documented under a 2002 ISDA Master Agreement entered into in accordance with the Hedging Strategy between the Borrower and a Hedge Provider (each Hedging Agreement), (i) the intercreditor deed dated 01 October 2012 and entered into between amongst others, the Borrower, each Obligor, the Facility Agent, the Security Trustee, the Hedge Providers, the Lenders and the Holdco (the Intercreditor Deed), (j) the documents listed in Schedule 8 (Security Documents) of the Common Terms Agreement to be given by the Project Companies, Borrower and Holdco, and any documents entered into to create, or otherwise in connection with, any Required Future Wind Farm Security and any other document designated as such by the Facility Agent and the Obligors' Agent (each Security Document), (k) each Fee Letter, which means the letters between <ul style="list-style-type: none"> (i) the Mandated Lead Arranger and the Borrower setting out the fees referred to in clause 12.2 (Arrangement fee) in the Common Terms Agreement, (ii) the Facility Agent and the Obligors' Agent setting out the fees referred to in clause 12.3 (Agency fee) of the Common Terms Agreement, 	

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Particulars of a mortgage or charge

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

Amount secured

- (iii) any Arranger and the Borrower setting out the fees referred to in clause 12.4 (Future Facilities) of the Common Terms Agreement in respect of any Future Facility,
- (iv) the Investment Committee and the Obligors' Agent setting out the fees referred to in clause 12.5 (Investment Committee) of the Common Terms Agreement, and
- (v) the Account Bank, the Borrower and the Facility Agent setting out the fees referred to in the Accounts Agreement,
- (l) an agreement substantially in the form of Schedule 3 (Form of Transfer Agreement) of the Common Terms Agreement duly completed by an Existing Lender (has the meaning given to it in the Common Terms Agreement), a New Lender (has the meaning given to it in the Common Terms Agreement) and the Facility Agent (each **Transfer Agreement**) or a confirmation substantially in the form set out in Schedule 15 (Form of Increase Confirmation) of the Common Terms Agreement (each **Increase Confirmation**),
- (m) the mandate documentation in relation to the Project Accounts (each **Accounts Operating Mandate**),
- (n) any Financial Indebtedness that is owed by any Obligor to any Shareholder or Affiliate in form and substance satisfactory to the Facility Agent and which is subordinated to the Senior Debt in accordance with the Intercreditor Deed (each **Shareholder Loan**),
- (o) the letter 01 October 2012 between the Borrower, the Facility Agent and the Security Trustee (for and on behalf of the Hedge Providers) (the **Hedging Side Letter**),
- (p) the priority of claims deed entered into on or about the date of the Common Terms Agreement between, among others, the Facility Agent, the Obligors, Holdco and the Shareholder relating to the priority of claims among parties in relation to various advisers reports (the **Priority of Claims Deed**)
- (q) any deeds or documents by which any person accedes to or novates any of the above, and
- (r) any other document relating to the Facilities which the Facility Agent and the Obligors' Agent agree should be designated a Finance Document including any documents between any Obligor and the Finance Parties in connection with any Future Debt,

Debt Service Costs means, for any relevant period, the aggregate of

- (a) interest payable by the Borrower during such period under the Finance Documents in respect of
 - (i) a Loan under a Term Loan Facility (as defined in the Common Terms Agreement),
 - (ii) a Loan under a VAT Facility (as defined in the Common Terms Agreement) in respect of which the Commercial Operations Date (as defined in the Common Terms Agreement) has occurred at the relevant Calculation Date (as defined in the Common Terms Agreement), or

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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>(iii) a Loan under the DSR Facility,</p> <p>(b) commitment and other fees and commissions payable by the Borrower under the Finance Documents during such period (excluding for the avoidance of doubt, Upfront Costs, Agency Fees and Account Bank Fees (as defined in the Common Terms Agreement)) from the Commercial Operations Date, and</p> <p>(c) net amounts payable by the Borrower during such period under any Hedging Agreement which relates to a Loan from the Commercial Operations Date,</p> <p>less</p> <p>(d) net amounts receivable by the Borrower during such period under any Hedging Agreement which relates to a Loan</p> <p>Finance Parties means</p> <p>(a) National Australia Bank Limited (ABN 12 004 044 937) of 88 Wood Street, London EC2V 7QQ or any other person appointed as facility agent in the manner contemplated by clause 30 (Role of the Facility Agent and the Mandated Lead Arranger) of the Common Terms Agreement (Facility Agent),</p> <p>(b) the Mandated Lead Arranger and any Lender which is an arranger under any Future Facilities Agreement (each Arranger),</p> <p>(c) National Australia Bank Limited or any other person appointed by Security Trustee in accordance with the Intercreditor Deed (the Security Trustee),</p> <p>(d) any bank appointed as issuing bank and providing a Letter of Credit under any Facilities Agreement (each Issuing Bank),</p> <p>(e) Original Lenders, any Future Lenders and any Transferees which in each case have not ceased to be a party in accordance with the terms of the Common Term Agreement (Lenders, and Lender means any of them),</p> <p>(and Finance Party means any one of them),</p> <p>Financial Indebtedness means any Indebtedness for or in respect of</p> <p>(a) moneys borrowed and debit balances at banks or other financial institutions,</p> <p>(b) any amount raised by acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent),</p> <p>(c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument,</p> <p>(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease,</p> <p>(e) receivables sold or discounted (other than any sold on a non-recourse basis),</p> <p>(f) any Treasury Transaction (and, when calculating the value of that derivative transaction, only the marked-to-market value (or, if any actual amount is due as a result of the</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>termination or close-out of that derivative transaction, that amount) shall be taken into account),</p> <p>(g) any counter-indemnity obligation in respect of a Guarantee, standby or documentary letter of credit or any other instrument issued by a bank or financial institution,</p> <p>(h) any amount raised under any transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing, and</p> <p>(i) the amount of any liability in respect of any Guarantee for any of the items referred to in (a) to (h) above</p> <p>Future Debt means any debt raised pursuant to any Future Facility</p> <p>Future Facilities Agreement means any facilities agreement entered into in accordance with clause 4.2 (Future Lenders and Future Facilities) of the Common Terms Agreement by any Future Wind Farm Company in substantially the same form as the Facilities Agreements</p> <p>Future Facility means any facility provided under a Future Facilities Agreement</p> <p>Future Lenders means any lenders party to any Future Facilities Agreement</p> <p>Future Wind Farm means any wind farm which satisfies the relevant Investment Criteria and which is brought into the Portfolio</p> <p>Future Wind Farm Company means a single purpose company which owns a Future Wind Farm</p> <p>Guarantee means any guarantee, indemnity, third party charge, bond or other assurance against financial loss by one person in respect of the obligations of another person</p> <p>Hedge Provider means a person that has entered into a Hedging Agreement with the Borrower and who, at the date of entering into the Hedging Agreement, satisfies the requirements of the Hedging Strategy and the Intercreditor Deed</p> <p>Hedging Strategy means the provisions relating to Hedging Agreements set out in Schedule 5 (Hedging Strategy) of the Common Terms Agreement,</p> <p>Holdco means Maestro (Holdings 1) Limited, a company incorporated under the laws of England and Wales with registered number 07474360, whose registered office is at First Floor, 500 Pavilion Drive, Northampton Business Park, Northampton, Northamptonshire, NN4 7YJ</p> <p>Holding Company means</p> <p>(a) in relation to a Lender, the company or entity within whose consolidated supervision that Lender is included, and</p> <p>(b) in relation to a company or corporation (other than a Lender), any other company or corporation of which it is a Subsidiary,</p> <p>Indirect Shareholder means Infinis Energy Holdings Limited, a company incorporated under the laws of England and Wales with registered number 06595315, whose registered office is at First Floor, 500 Pavilion Drive, Northampton Business Park, Northampton, Northamptonshire, NN4 7YJ</p>	

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Amount secured

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

Amount secured

Initial Wind Farms means each of

- (a) the 12.5 MW wind farm plus associated infrastructure interconnections and monitoring systems constructed at a site near Gordonstown Hill, Scotland (**Gordonstown Wind Farm**),
- (b) the 7.5 MW wind farm plus associated infrastructure interconnections and monitoring systems constructed at a site near Blackstone Edge (**Blackstone Edge Wind Farm**),
- (c) the 7.5 MW wind farm plus associated infrastructure interconnections and monitoring systems constructed at a site near Tedder Hill (**Tedder Hill Wind Farm**),
- (d) the 12.5 MW wind farm plus associated infrastructure interconnections and monitoring systems constructed at a site near Westfield, Fife, Scotland (**Westfield Wind Farm**), and
- (e) the 15 MW wind farm plus associated infrastructure interconnections and monitoring systems constructed at a site near Wingates, Northumberland (**Wingates Wind Farm**),

provided that it has not been disposed of in accordance with clause 24.4(c) or (d) (No disposals) of the Common Terms Agreement

Intercompany Creditor means, with respect to an Intercompany Loan, the lender of that Intercompany Loan

Intercompany Loan had the meaning given to it in the Accounts Agreement

Investment Committee means the committee established for the purposes of clause 4 (Future Wind Farms) of the Common Terms Agreement, the sole member of which shall be the Mandated Lead Arranger, unless replaced in accordance with clause 31.3 (Resignation from the Investment Committee)

Investment Criteria means the criteria for bringing a Future Wind Farm into the Portfolio as set out in Schedule 7 (Investment Criteria) of the Common Terms Agreement,

Loans means a loan made or to be made under the Facilities, or at any time, the aggregate principal amount outstanding of all borrowings of the Common Terms Agreement, under each Facility and **Loan** means any one of them,

Mandated Lead Arranger means National Australia Bank Limited

Obligor means the Borrower and each Project Company

Obligors' Agent means the Borrower

Original Lenders means, at any time, those banks and financial institutions listed in Schedule 1 (The Original Lenders) of the Common Terms Agreement which have not transferred all their rights and obligations under the Common Terms Agreement to a Transferee

Portfolio means the portfolio comprising all the Projects from time to time

Project means

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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>(a) each Initial Wind Farm, and</p> <p>(b) where applicable, any Future Wind Farm which is to be treated as a Project in accordance with clause 4.2 (Future Lenders and Future Facilities) of the Common Terms Agreement,</p> <p>Project Accounts means</p> <p>(a) the Collection Account (as defined in the Common Terms Agreement),</p> <p>(b) each Compensation Account (as defined in the Common Terms Agreement),</p> <p>(c) the Debt Service Reserve Account (as defined in the Common Terms Agreement),</p> <p>(d) the Delay Reserve Account (as defined in the Common Terms Agreement),</p> <p>(e) each Disbursement Account (as defined in the Common Terms Agreement),</p> <p>(f) the Distribution Account (as defined in the Common Terms Agreement),</p> <p>(g) the Distribution Lock-up Account (as defined in the Common Terms Agreement),</p> <p>(h) each Euro Account (as defined in the Common Terms Agreement),</p> <p>(i) each Insurance Proceeds Account (as defined in the Common Terms Agreement),</p> <p>(j) the Maintenance Reserve Account (as defined in the Common Terms Agreement),</p> <p>(k) the Nordex Reserve Account (as defined in the Common Terms Agreement),</p> <p>(l) each Proceeds Account (as defined in the Common Terms Agreement),</p> <p>(m) each VAT Proceeds Account (as defined in the Common Terms Agreement),</p> <p>(n) the True-up Account (as defined in the Common Terms Agreement),</p> <p>(o) the Tax Losses Account (as defined in the Common Terms Agreement),</p> <p>(p) any other account created in respect of a Future Wind Farm which is designated as a Project Account in an Accession Deed, and</p> <p>(q) any other account so designated by the Obligors' Agent and the Facility Agent</p> <p>Project Companies means each of</p> <p>(a) Blackstone Edge Wind Farm Limited, a company incorporated under the laws of England and Wales with registered number 07474312, whose registered office is at First Floor, 500 Pavilion Drive, Northampton Business Park, Northampton, Northamptonshire, NN4 7YJ (Blackstone Edge Project Company)</p> <p>(b) Gordonstown Hill Wind Farm Limited, a company incorporated under the laws of England and Wales with registered number 06772099, whose registered office is at First Floor, 500 Pavilion Drive, Northampton Business Park, Northampton,</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>Northamptonshire, NN4 7YJ (Gordonstown Project Company),</p> <p>(c) Tedder Hill Wind Farm Limited, a company incorporated under the laws of England and Wales with registered number 07474369, whose registered office is at First Floor, 500 Pavilion Drive, Northampton Business Park, Northampton, Northamptonshire, NN4 7YJ (Tedder Hill Project Company),</p> <p>(d) Westfield Wind Farm Limited, a company incorporated under the laws of England and Wales with registered number 07715281, whose registered office is at First Floor, 500 Pavilion Drive, Northampton Business Park, Northampton, Northamptonshire, NN4 7YJ (Westfield Project Company),</p> <p>(e) Wingates Wind Farm Limited, a company incorporated under the laws of England and Wales with registered number 07024692, whose registered office is at First Floor, 500 Pavilion Drive, Northampton Business Park, Northampton, Northamptonshire, NN4 7YJ (Wingates Project Company), and</p> <p>(f) any Future Wind Farm Company</p> <p>Required Future Wind Farm Security means the Security Interests to be granted in favour of the Security Trustee to the Secured Creditors in respect of any Future Wind Farm in accordance with clause 4.2 (Future Lenders and Future Facilities) of the Common Terms Agreement</p> <p>Secured Creditors means the Senior Creditor</p> <p>Secured Party means each Senior Creditor, together the Secured Parties</p> <p>Senior Creditors means</p> <p>(a) the Finance Parties, and</p> <p>(b) the Hedge Providers,</p> <p>Senior Debt means all present and future liabilities (actual or contingent) as may from time to time be payable, owing or accrued (whether or not due at such time) by an Obligor to any of the Senior Creditors under or in connection with the Finance Documents,</p> <p>Shareholder means Infinis Wind Holdings Limited or any person(s) to whom shares in Holdco are transferred from time to time</p> <p>Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006 and in interpreting those provisions for the purposes of the Common Terms Agreement, a company is to be treated as a member of a subsidiary even if its shares are registered in the name of (i) a nominee, or (ii) any party holding security over those shares, or that secured party's nominee</p> <p>Transferee means a bank, financial institution or trust fund or other entity (which may or may not already be a Lender) which has not ceased to be a party in accordance with the terms of this Agreement and to which a Lender transfers or seeks to transfer all or part of its rights and/or obligations in accordance with clause 2.2 (Increase) or clause 28 (Changes to the Lenders) of the Common Terms Agreement</p> <p>Treasury Transaction means any agreement or instrument relating to the protection against or benefit from any rate or price (including a swap, option, cap, collar, forward or floor) and any other</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	derivative or risk hedging agreement or instrument	

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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

Property Charged

- 1 The Chargor charges, by way of first legal mortgage
 - (a) The leasehold land (registered with title number SYK598152) forming the property known as Blackstone Edge Wind Farm at Blackstone Edge Farm, Whitley Road, Millhouse Green, Sheffield, South Yorkshire, and as more particularly described in the lease dated 10 May 2012 made between Alan Dickinson, Ruth Dickinson and Bruce Dickinson of Far Royd Moor Farm, Thirstone, Sheffield S36 7RD (1) and the Chargor (2)
 - (b) all other Land now owned by it,

and in any Rights accruing to, derived from or otherwise connected with it (including insurances and proceeds of Disposal and of insurances)
- 2 The Chargor charges, by way of first fixed charge, all of the Rights which it now has and all of the Rights which it obtains at any time in the future in
 - (a) Land, other than that charged by way of first legal mortgage as above,
 - (b) Equipment,
 - (c) Investments,
 - (d) Key Contracts,
 - (e) Key Accounts,
 - (f) Intellectual Property,
 - (g) Debts, and
 - (h) goodwill and uncalled capital,

and in any Rights accruing to, derived from or otherwise connected with them (including insurances and proceeds of Disposal and of insurances)
- 3 The Chargor charges, by way of first floating charge, its undertaking and all its present and future assets other than those effectively charged by way of first legal mortgage or first fixed charge, as above
- 4 The Common Terms Agreement contains an undertaking by the Chargor that no Obligor shall create or permit to subsist any Security Interest over any of its assets except a Permitted Security Interest

Definitions

Elaxon means the balancing and settlement code company for Great Britain, with registered offices at 350 Euston Road, London, NW1 3AW

Equipment means all plant, machinery, vehicles and other equipment used in a business, except equipment of a type which is disposed of in the ordinary course of trading, any equipment that replaces existing equipment and all warranties and other Rights relating to them,

Commitment means, in relation to a Facility

- (a) in relation to an Original Lender, the amount set opposite its name in the relevant Part of Schedule 1 (*The Original Lenders*) in respect of that Facility together with any further amount transferred to it under a Transfer Agreement in respect of the relevant Facility

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	Please give the short particulars of the property mortgaged or charged
	<p>or assumed by it in accordance with clause 2 2 (Increase), and</p> <p>(b) in relation to a Transferee, the amount transferred to it under a Transfer Agreement in respect of the relevant Facility or assumed by it in accordance with clause 2 2 (Increase),</p> <p>in each case to the extent not cancelled, reduced or transferred by it under Common Terms Agreement</p> <p>Condition Precedent means the documents and evidence listed at Part A of Schedule 3 (Conditions Precedent) to each Facilities Agreement to be provided to the Facility Agent in a form and substance satisfactory to it</p> <p>Debt means a monetary claim of any kind (whether present, future or contingent and whether originally owing to the person entitled to it or acquired by that person from someone else) and all Rights (including Security Interests) connected with it,</p> <p>Disposal means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of Security Interest,</p> <p>Financial Close means the date on which the Facility Agent gives notice to the Obligors' Agent that all of the Conditions Precedent set out in Part A of Schedule 3 (Conditions Precedent) of the relevant Project's Facilities Agreement have been satisfied or waived</p> <p>Governmental Agency means the government of the United Kingdom or any of its administrative sub-divisions, any authority or agency of or established by that government, any person exercising any regulatory or other powers conferred by that government agency or authority and any institution, government body or agency of the European Union</p> <p>Intellectual Property means</p> <p>(a) all copyright (including rights in computer software), patents, trade marks, trade names, service marks, business names (including internet domain names), design rights, database rights, semi-conductor topography rights and all other intellectual property or similar proprietary rights (whether registered or not and including applications to register or rights to apply for registration) which, in each case, are of a type which are not disposed of in the ordinary course of trading</p> <p>(b) any intellectual property that supplements or replaces intellectual property described in (a) above, an</p> <p>(c) any intellectual property acquired after the date of the Debenture which is designated as Intellectual Property by a Chargor and the Security Trustee at or about the time of its acquisition,</p> <p>Intercompany Loans means the intercompany loans provided by any Obligor to any other Obligor pursuant to the Accounts Agreement</p> <p>Investment means</p> <p>(a) all Intercompany Loans and Shareholder Loans,</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

- (b) any other shares or loan capital held in a Subsidiary,
- (c) any investment acquired after the date of the Debenture which is designated as an Investment by the Chargor and the Security Trustee at or about the time of its acquisition, and
- (d) any other debt or equity security or any warrant or option to acquire or subscribe for any such security (whether it is held directly or through a custodian, clearing house or other person) unless it is of a type which is not held as an investment and is accordingly disposed of in the ordinary course of trading,

and any accretions to them and other Rights arising in connection with them,

Key Account means

- (a) an account described in Schedule 4 (Key Accounts) of the Debenture,
- (b) any account that replaces an account described in Schedule 4 (Key Accounts) of the Debenture,
- (c) any account established after the date of the Debenture which is designated as a Key Account by the Chargor and the Security Trustee at or about the time of its establishment, and
- (d) any other account with a bank or financial institution which cannot be drawn on by the account holder in the ordinary course of its trading without the consent of the Security Trustee,

Key Contract means

- (a) a contract described in Schedule 3 (Key Contracts) of the Debenture,
- (b) any contract that amends or replaces a contract described in Schedule 3 (Key Contracts) of the Debenture, and
- (c) any contract entered into after the date of the Debenture which is designated as a Key Contract by the Chargor and the Security Trustee at or about the time it was entered into,

Land means

- (a) freehold, leasehold or commonhold land,
- (b) any estate or interest in, and any Rights attaching or relating to, that land, and
- (c) any buildings, fixtures and fittings (including trade fixtures and fittings) and other equipment attached to, situated on or forming part of that land,

Law means statutes, rules, regulations, statutory instruments, treaties, directives, by-laws, codes of practice, circulars, guidance notes, orders, notices, demands, injunctions, statute law or common

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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

law, of any Governmental Agency or any agreement which regulates, controls limits or otherwise affects the generation and supply of electricity (or matters incidental thereto)

Majority Lenders means, subject to clause 40 35 (Expedited Decisions) of the Common Terms Agreement

- (a) if there are no Loans outstanding, a Lender or Lenders whose Commitments aggregate more than 66 66 per cent of the Total Commitments or, if the Total Commitments have been reduced to zero (0), aggregated more than 66 66 per cent of the Total Commitments immediately before the reduction, and
- (b) at any other time, those Lenders and Hedge Providers (to the extent that such Hedge Providers are entitled to vote pursuant to clause 8 (Hedging) of the Intercreditor Deed) whose participations in the sum of the Loans then outstanding equal or exceed 66 66 per cent of the voting entitlement as calculated in accordance with clause 8 (Hedging) of the Intercreditor Deed

Permitted Security Interest means

- (a) any Security Interest created in respect of any retention of title arrangement carried out at arm's length in the relevant Obligor's ordinary course of trade,
- (b) any Security Interest arising under the Finance Documents,
- (c) any Security Interest arising by operation of Law in the relevant Obligor's ordinary course of trade securing amounts not more than [thirty (30)] days overdue,
- (d) rights of set-off arising solely by operation of Law,
- (e) any Security Interest arising under or created pursuant to restoration obligations under any planning conditions, leases or s 75 or s 106 agreements prior to the relevant Financial Close or any such Security Interest newly arising following the relevant Financial Close as approved by the Facility Agent (such approval not to be unreasonably withheld or delayed),
- (f) any Security Interest not to exceed £25,000 (indexed) granted by or on behalf of the Gordonstown Project Company in favour of Elexon in connection with the administration of the balance and settlement code for the Gordonstown Wind Farm, or
- (g) any other Security Interest approved in writing by the Facility Agent acting on the instructions of the Majority Lenders

Rights means any right (including where applicable, any wayleave or easement or any other right of a similar nature), any privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary,

Security Interest means

- (a) any mortgage, standard security, charge, pledge, lien, hypothecation, assignment by way of security, trust, arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction,
- (b) any blocked account or "flawed asset" arrangement which has the commercial effect of

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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>creating security for Financial Indebtedness,</p> <p>(c) any proprietary interest over an asset, or any contractual arrangement in relation to an asset, in each case created in relation to Financial Indebtedness and which has the same commercial effect as if security had been created over it, and</p> <p>(d) any right of set-off created by an agreement or by operation of Law,</p> <p>Total Commitment means at any time</p> <p>(a) in respect of a Facility, the aggregate of the Commitments in respect of such Facility, or</p> <p>(b) in respect of all Facilities, the aggregate of all Commitments</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7474312
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 1 OCTOBER
2012 AND CREATED BY BLACKSTONE EDGE WIND FARM
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY OR ANY OTHER OBLIGOR TO ANY
SECURED PARTY OR TO ANY INTERCOMPANY CREDITOR 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 9 OCTOBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 OCTOBER
2012

LC



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES