

MG01

Particulars of a mortgage or charge



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LASERFORM

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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 re-
particulars of a charge for a S
company. To do this, please use
form MG01s

THURSDAY



A35

A1D19MG0

19/07/2012

#117

COMPANIES HOUSE

1

Company details

Company number

0 7 7 2 3 3 3 9

Company name in full

Blue Energy Wind Holdings Limited (the "Pledgor")

1

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

d 0 d 4 m 0 m 7 y 2 y 0 y 1 y 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

Pledge over shares (The "Pledge")

4

Amount secured

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

Amount secured

As specified in the continuation pages to this
form

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 The Co-operative Bank PLC (the "**Lender**")

Address PO. Box 101, 1 Balloon Street, Manchester

Postcode M 6 0 4 E P

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 As specified in the continuation page to this form

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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

Eversheds 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 Kate Baybutt

Company name Eversheds LLP

Address Eversheds House, 70 Great Bridgewater Street

Post town Manchester

County/Region

Postcode M 1 5 E S

Country

DX DX 14344 Manchester

Telephone 0845 497 9797



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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Amount secured

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

Amount secured

The amount secured by the Pledge is all indebtedness and all obligations or liabilities of any kind which may now or at any time in the future be due, owing or incurred by Auquhirie Land Company Limited to the Lender, whatever their nature or basis, in any currency or currencies and however they are described together (without double counting) with Interest and Expenses (the "**Secured Obligations**")

Capitalised terms used in this form are defined in the Appendix to this form

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

1 The Pledgor, as a continuing security for the payment, discharge and performance of the Secured Obligations, pledged and assigned to the Lender:

1 1 the Shares;

1 2 the Distribution Rights from time to time accruing to or on the Shares.

NOTE NEGATIVE PLEDGE

The Pledgor is not to create, extend or permit to subsist any Security over any of the Secured Assets.

Capitalised terms used in this form are defined in the Appendix to this form

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Short particulars of all the property mortgaged or charged

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Short particulars

APPENDIX

Definitions applicable to this form

In this Form MG01 the following definitions apply

"Credit Agreement" means a credit agreement dated 4 July 2012 entered into between Auquhirie Land Company Limited and the Lender.

"Distribution Rights" means:

- (i) all dividends, distributions, interest and other income paid or payable on any Share,
- (ii) all shares or other property derived from any Share (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise), and
- (iii) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any Share

"Delegate" means any delegate, agent, attorney or trustee appointed by the Lender

"Enforcement Party" means the Lender or a Delegate

"Expenses" means all fees, discounts, commissions and other banking or service charges, legal and other professional fees, premiums, costs or expenses, in each case calculated on a full indemnity basis and together with VAT, incurred by any Enforcement Party in connection with the Secured Assets, the preparation, negotiation and creation of the Pledge, taking, perfecting, enforcing or exercising any power under the Pledge, the appointment of any Delegate, the breach of any provision of the Pledge and/or the protection, realisation or enforcement of the Pledge, and includes the costs of transferring to the Lender any security ranking in priority to the security constituted by the Pledge, or the amount required to be paid to secure the unconditional and irrevocable discharge of such security, or any of the foregoing as the context shall require.

"Interest" means interest at the rate provided in and calculated and compounded (where appropriate) in accordance with the Credit Agreement both before and after decree

"Secured Assets" means the assets pledged or assigned at Clause 3 (Pledge) of the Pledge (referred to at paragraph 1 above) and includes any part or parts of them.

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

"Security" means any floating charge, standard security, assignation in security, pledge, lien, title retention or other encumbrance or security or preferential arrangement of any kind

"Shares" means all shares (if any) specified in the schedule to the Pledge (as set out in the Appendix to these continuation pages), and any future shares held by the Pledgor in Auquhirie Land Company Limited

"indebtedness" includes any obligation for the payment or repayment of money, whatever the nature or basis of the relevant obligation (and whether present or future, actual or contingent)

APPENDIX

	Name of company in which Shares are held	Company number	Number and class of Shares (and where held by nominees names of nominees)
1	Auquhirie Land Company Limited	SC297221	1000 ordinary shares



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7723339
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A PLEDGE OVER SHARES DATED 4
JULY 2012 AND CREATED BY BLUE ENERGY WIND HOLDINGS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM AUQUHIRIE LAND COMPANY LIMITED TO THE CO-
OPERATIVE BANK PLC 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 19 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 JULY 2012

