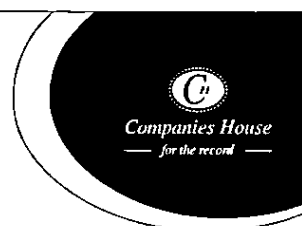


37545/13
MG01

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

FRIDAY



A05 *A7KTAXST* 23/09/2011 104
COMPANIES HOUSE

For official use

1 Company details

Company number 0 7 7 3 5 1 3 5

Company name in full Burcote Wind 11 Limited (the "Company")

→ **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 21 09 2011

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 Guarantee and debenture between the Company (1) and Hotbed Limited as agent and security
trustee (the "Trustee") (2) (the "Debenture")

4 Amount secured

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

Amount secured All moneys now or at any time hereafter which shall have become
due or owing to any or all of the Secured Parties pursuant to the
terms of the Partnership Agreement or pursuant to clause 1 of the
Debenture

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)		Continuation page Please use a continuation page if you need to enter more details
Please give the name and address of the mortgagee(s) or person(s) entitled to the charge			
Name	Hotbed Limited		
Address	Lakeside, Shirwell Crescent, Furzton, Milton Keynes, Buckinghamshire		
Postcode	M K 4 1 G A		
Name			
Address			
Postcode			
6	Short particulars of all the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
Please give the short particulars of the property mortgaged or charged			
Short particulars	<p>1 DEBENTURE</p> <p>1 1 In the Debenture the Company with full title guarantee charges to the Trustee (as security trustee for the Secured Parties) as a continuing security for the payment or discharge of the Secured Liabilities</p> <p>1 1 1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in Schedule 1 of the Debenture together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property,</p> <p>1 1 2 by way of fixed charge</p> <p>(a) all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of clause 1 1 1 above) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property,</p> <p>(b) all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Debenture,</p> <p>(c) all present and future plant and machinery not otherwise charged under clause 2 of the Debenture (this clause 1) and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress),</p> <p>(d) all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them,</p> <p>(e) all rights and interests in and claims under all policies of insurance and assurance held or to be</p>		

MG01 - continuation page

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

(f) all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world,

(g) all the Company's goodwill and uncalled capital for the time being,

(h) all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 2 1 2(e) of the Debenture (as referred to in sub-clause 1 1 2(e) of this Form MG01),

(i) all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest),

1 1 3 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by clause 2 of the Debenture (as referred to in this clause 1 of this Form MG01), (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 1 1 2 of this Form MG01)

1 2 The Company with full title guarantee hereby assigns in favour of the Trustee (as security trustee for the Secured Parties) (subject to the right of the Company to redeem such assignment upon payment or discharge in full of the Secured Liabilities) (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provision of this Debenture

1 3 To the extent that any such right, title and interest as is referred to in clause 1 2 of this Form MG01 is not assignable or capable of assignment, the assignment thereof purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive therefrom or be awarded or entitled to in respect thereof, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities

continued

MG01 - continuation page

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 4 Any mortgage, fixed charge or other fixed security created by the Company in favour of the Trustee shall have priority over the floating charge created by this Debenture, except insofar as the Trustee shall declare otherwise whether at or after the time of creation of such fixed security

1 5 The Trustee may at any time, by notice to the Company, immediately convert the floating charge created under sub-clause 2 1 3 of the Debenture (as referred to in sub-clause 1.1 3 of this Form MG01) into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from the Trustee, automatically be converted with immediate effect into a fixed charge

1 5 1 in respect of any Assets which become subject to a fixed charge in favour of any other person,

1 5 2 in respect of all the Assets charged under sub-clause 2 1 3 of the Debenture (as referred to in sub-clause 1 1 3 of this Form MG01) if and when the Company ceases to carry on business or to be a going concern, and

1 5 3 in respect of all the Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company

2 FURTHER ASSURANCE

2 1 The Debenture contains covenants for further assurance

2 2 The Company applies to the Chief Land Registrar for a restriction to be entered on the Register of Title of all present and future registered freehold and leasehold property of the Company in the following terms

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [=] [=] 20[=] in favour of [chargee] referred to in the Charges Register or their authorised signatory"

2 3 The Company (at its own cost) will on demand in writing by the Trustee execute and deliver in such form as the Trustee may reasonably require

2 3 1 a legal mortgage of any freehold or leasehold property of the Company which is not effectively charged by sub-clause 2 1 1 of the Debenture (as referred to in sub-clause 1 1 1 of this Form MG01) and of any freehold or leasehold property acquired by the Company after the date of the Debenture,

continued

MG01 - continuation page

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

2 3 2 a standard security or other fixed security over the Company's heritable freehold, leasehold or other property,

2 3 3 a fixed charge or assignment in security of any Asset subject to a floating charge and referred to in sub-clause 1 1 3 of this Form MG01,

2 3 4 a chattel mortgage over such chattels, plant and machinery as the Trustee may specify, and

2 3 5 a notice of any assignment of its right, title and interest to any of the agreements referred to in clause 1 2 of this Form MG01,

and the Company will execute such other deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts or things as the Trustee may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by the Debenture or for facilitating the realisation of the Assets or the exercise of any rights of the Trustee hereunder

2 4 The Company shall get in and realise the Company's book and other debts and other monies, in the ordinary course of its business and hold the proceeds of the getting in and realisation upon trust for the Trustee

3 NEGATIVE PLEDGE

3 1 The Debenture contains negative pledges

3 2 The Company will not without the previous written consent of the Trustee

3 2 1 create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on all or any of its Assets, or

3 2 2 sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than any Assets the subject of a floating charge (but not any fixed charge or mortgage) on arms length terms in the ordinary course of trading), or

3 2 3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset

continued

MG01 - continuation page

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

4 DEFINITIONS

4 1 In this Form MG01 and this Schedule

"Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company,

"Class 4 Limited Partners" means the limited partners classified as "Class 4 Limited Partners" on their admission to the Partnership

"General Partners" means Hotbed General Partner Limited and Burcote General Partner Limited and/or any person from time to time who acts as general partner to Burcote Wind Hotbed Limited Partnership (registration number LP013401)

"Partnership" means Burcote Wind Hotbed Limited Partnership (company number LP013401) acting by the General Partners


"Partnership Agreement" means the partnership agreement between (1) Hotbed General Partner Limited and Burcote General Partner Limited and (2) the limited partners of Burcote Wind Hotbed Limited Partnership entered into on 1 May 2009 as amended on 2 March 2011 and on or around 22 July 2011 and from time to time

"Secured Liabilities" means all moneys now or at any time hereafter which shall have become due or owing to any or all of the Secured Parties pursuant to the terms of the Partnership Agreement or pursuant to clause 1 of the Debenture

"Secured Parties" means the Class 4 Limited Partners

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Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any) Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his <ul style="list-style-type: none"> - 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 866) 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 870) 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 <div> <div>Signature</div> <div> X  X </div> </div> This form must be signed by a person with an interest in the registration of the charge

MG01

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 **CoSec Team**

Company name **EMW**

Address **Seebeck House, 1 Seebeck Place,**

Knowlhill

Post town **Milton Keynes**

County/Region **Buckinghamshire**

Postcode **M K 5 8 F R**

Country **United Kingdom**

DX **151620 Milton Keynes 18**

Telephone **0845 074 2347**



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. 7735135
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE
DATED 21 SEPTEMBER 2011 AND CREATED BY BURCOTE
WIND 11 LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE TO ANY OR ALL OF THE SECURED PARTIES
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 23 SEPTEMBER 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 SEPTEMBER
2011**

DX



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**