



**Registration of a Charge**

Company name: **MP1 LIMITED**

Company number: **10867697**



X915V5P4

Received for Electronic Filing: **19/03/2020**

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**Details of Charge**

Date of creation: **13/03/2020**

Charge code: **1086 7697 0011**

Persons entitled: **HERMIA COMMUNITY ENERGY C.I.C.**

Brief description: **THE TENANT'S INTEREST IN THE LEASE OF LAND AT POGBIE WIND FARM, POGBIE FARM, BY HUMBIE AS MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT ANNEXED.**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **RICARDO MATTEO, SOLICITOR, HARPER MACLEOD LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 10867697

Charge code: 1086 7697 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th March 2020 and created by MP1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th March 2020 .

Given at Companies House, Cardiff on 20th March 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**Standard Security**

by

**MP1 Limited**

in favour of

**Hermia Community Energy CIC**

**Subjects: Lease of land at Pogbie Wind Farm, Pogbie Farm, by Humble**

We, MP1 Limited, a company incorporated under the Companies Acts (Company Number 10867697) and having its Registered Office at 34 Norrice Lea, London, England N2 0RE (the "**Granter**") CONSIDERING we are indebted to Hermia Community Energy CIC, a company incorporated and registered in England and Wales (Company Number: 09639199) and whose registered office is at 34 Norrice Lea, London, England N2 0RE (the "**Lender**"), and we hereby undertake to the Lender that we will pay, perform and discharge the aggregate of all present and future obligations and liabilities (including without limitation all sums of principal, interest and expenses) whether actual or contingent whether owed solely or jointly and whether as principal debtor, guarantor, cautioner, surety, indemnifier or otherwise (or the equivalent in any other relevant jurisdiction) of the Granter to the Lender; and in whatever manner and on any account. (the "**Secured Liabilities**"); now therefore we hereby in security of the payment and satisfaction of the Secured Liabilities, GRANT a Standard Security in favour of the Lender over ALL and WHOLE the Granter's interest in the lease of the land aftermentioned between Jonathan Paul James Torrens and Karen Marie Torrens as partners of and trustees for the Firm of Pogbie Farms and the Granter dated 5 January, 9 January and 1 February 2018 (the "**Lease**") in respect of ALL and WHOLE the land at Pogbie Wind Farm, Pogbie, by Humbie comprising the areas of ground shown (a) outlined in red; (b) coloured yellow; (c) coloured purple; and (d) coloured brown on the plan in eleven parts annexed and executed as relative to the Lease which land forms PART and PORTION of ALL and WHOLE the subjects at Pogbie Farm, by Humbie, East Lothian being (IN THE FIRST PLACE) ALL and WHOLE those areas of ground, part and portion of the Farm and Lands of Pogbie, Keithhill and others respectively in the administrative area of East Lothian and for the purpose of registration of writs in the County of East Lothian together with the houses, biggings, yards, parts, pendicles, privileges, pertinents and others being the whole subjects described in and disposed by Disposition by James Holgate Illingworth and Valerie Evelyn Neave Illingworth in favour of the Arthur Edwin Torrens, Sadie Matilda Torrens and Jonathan Paul James Torrens dated Twelfth and recorded in the Division of the General Register of Sasines applicable to the County of East Lothian on Twenty second both days of June Nineteen hundred and eighty seven under exception of the subjects registered in the Land Register of Scotland under Title Number ELN2445 and ELN2253 and (IN THE SECOND PLACE) ALL and WHOLE that area of ground extending to four hundred and sixty six acres of thereby Imperial Measure, part of the farms and lands of Pogbie, Keithhill and Blegbie Hill and being the subjects more particularly described in and (UNDER EXCEPTION) disposed by Disposition by Wilson Distributors (Farms) Limited and another in favour of Arthur Edwin Torrens, Sadie Matilda Torrens and Jonathan Paul Torrens as partners therein mentioned dated Thirtieth April and recorded in the Division of the General Register of Sasines applicable to the County of Midlothian and by Memorandum also in the County of East Lothian on Twelfth May both days in the year Nineteen hundred and ninety two, the Granter's interest in which lease is currently undergoing registration in the Land Register of Scotland under title number ELN22778 (the "**Property**") TOGETHER WITH (One) the whole right, title and interest of the Granter in and to the wind turbines, buildings and the whole other erections, equipment and apparatus in connection therewith from time to time on, in, under or connected with the Property or the interest hereby charged; (Two) the parts, privileges and pertinents of the Property or the interest hereby charged; (Three) the whole right, title and interest of the Granter in and to the whole heritable fittings and fixtures in and on the Property or the interest hereby charged; (Four) the whole rights of access and any other rights, whether mutual or exclusive effeiring to the Property and the interest hereby charged; (Five) the whole heritable goodwill attaching to the Property or the interest hereby charged; and (Six) the whole right, title and interest present and future of the Granter in and to the Property or the interest hereby charged (the interest in land before described and hereby charged being referred to in this deed as the "**Security Subjects**").

The Standard Conditions specified in Schedule Three to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended from time to time (the "**1970 Act**") (the "**Standard Conditions**") and any lawful variation thereof operative for the time being shall apply; and we agree that the Standard Conditions shall be varied as follows:

#### **1 Restriction on Disposals**

Any sale, lease, transfer, conveyance, assignation, licence, sub-lease, sub-licence or the grant of any option or agreement to grant an option or any other disposal, whether voluntary or involuntary, of the Security Subjects or any part thereof or of any interest therein under burden of this Standard Security, or the grant of any standard security or floating charge affecting the Security Subjects or any part thereof or any interest therein during the

continuance of this Standard Security, is prohibited, except with the prior written consent of the Lender and any breach of this prohibition shall constitute an event of default in terms of Standard Condition 9.

## **2 Default**

In addition to the events of default specified in Standard Condition 9 (and whilst they are continuing), the Granter shall be deemed to be in default for the purposes of Standard Condition 9(1)(b) upon the occurrence and continuation of an Event of Default.

## **3 Dealings by Lender**

After the Lender has become entitled to enter into possession of the Security Subjects, the Lender shall be entitled without limitation to deal with the Security Subjects or any part or parts thereof (including, without limitation in so far as the same is not inconsistent with the terms of the Lease to grant a sub-lease or sub-leases), but that subject to the terms of the Lease.

## **4 Undertakings**

The Granter undertakes that it shall:

- 4.1 comply with the terms of the Lease, keep all the buildings, turbines and erections and all plant, machinery, fixtures, fittings, vehicles, computers and office and other equipment and effects and every part thereof located in, on, under or connected with the Security Subjects or the Property in good and substantial repair and in good working order and condition, with recognisable identification markings, and not pull down or remove or sell or otherwise dispose of any of the same without the prior consent in writing of the Lender, such consent not to be unreasonably withheld or delayed. If the Granter is at any time in default (which is continuing) in complying with this undertaking the Lender shall be entitled but not bound to repair and maintain the same with power for the Lender, its agents and their respective employees to enter any of the Granter's property and the Property for that purpose or to inspect the same during business hours on reasonable notice, subject to the terms of the Lease.
- 4.2 not do or cause or permit to be done or, as the case may be, not done, and shall not fail to disclose, any matter or thing which may make any such insurance taken out by the granter in respect of the Property void or voidable;
- 4.3 if default shall be made by the Granter in complying with Clause 4.2, the Lender may (but shall not be obliged to) effect or renew any such insurance as is required by this Clause 4.2 on such terms, in such name(s) and in such amount(s) as the Lender reasonably considers appropriate. All money expended by the Lender under this provision shall be reimbursed by the Granter on demand;
- 4.4 punctually pay all rents, taxes, duties, assessments and other outgoings and observe and perform all title conditions pertaining to the Property and all tenants' obligations under the Lease;
- 4.5 deposit with the Lender all deeds, certificates and documents constituting or evidencing title to the Property or interest or any part thereof charged by this Standard Security and all insurance policies;
- 4.6 comply with the provisions of all present or future statutes and directives pertaining to the Property and every notice, order or direction made under any of the foregoing;
- 4.7 duly and punctually observe and perform all title conditions, real burdens, servitudes and stipulations from time to time affecting the Property or the mode of user or enjoyment of the same, including without limitation access to and egress from the Property, and indemnify the Lender in respect of any breach of such covenants and/or stipulations;

- 4.8 not without the prior consent in writing of the Lender enter into or grant any onerous or restrictive obligations affecting the Property (including but not restricted to title conditions, real burdens or servitudes) or, make any structural or material alteration thereto, or suffer to be done on the Property anything which is "development" as defined in section 26 of the Town and Country Planning (Scotland) Act 1997 as from time to time amended, nor do or suffer or omit to be done any act matter or thing whereby any provision of any Act of Parliament, order or regulation from time to time in force affecting the Property is infringed;
- 4.9 notify the Lender as soon as it becomes aware that the landlord of any leasehold property forming part of the Security Subjects has made an election under Part 1 of schedule 10 to the Value Added Tax Act 1994 in respect of leasehold property for the time being owned by it and not without the prior written consent of the Lender to make such an election in respect of the tenants' interest in any such lease or any other property interest of the Granter;
- 4.10 notify the Lender in writing within five days of being informed of, or receiving notice of, any proposal for the compulsory acquisition of the Property;
- 4.11 use the Security Subjects and the Property only for such purpose or purposes as may for the time being be authorised as the permitted use or user of such property under or by virtue of planning legislation;
- 4.12 not make or permit to be made any alterations or additions to the Property (or any part thereof) which would be reasonably likely to materially adversely affect the value of the Property or the value of the Security Subjects;
- 4.13 within five days after the receipt by the Granter of any application, requirement, direction, proposal, order or notice served or given by any public or local or any other authority (including without limitation any made pursuant to planning or environmental legislation) with respect to the Security Subjects or the Property (or any part thereof), whether relating to compulsory acquisition, development or otherwise, send a copy of it and accompanying material to the Lender and also within five days after demand from the Lender inform it of the steps taken or proposed to be taken by the Granter to comply with any requirement made in it or implicit in it and (if the Lender requires) to contest or appeal any such application, requirement, direction, proposal order or notice and to take all necessary steps without delay to comply with or make objections or representations as to the same;
- 4.14 not negotiate, waive or settle any claim for compensation (whether payable under any Act of Parliament or otherwise) in respect of the compulsory acquisition of the Security Subjects or the Property or reduction in the value of the Property or the Security Subjects;
- 4.15 not, except with the prior written consent of the Lender such consent shall not be unreasonably withheld or delayed or as permitted under the Facility Agreement, make or authorise the making of any application for planning permission in respect of the Security Subjects or the Property or any part of them; Declaring that the Lender consents to the development of a wind farm in terms of consent granted under (a) the planning permission issued by East Lothian Council dated 2 September 2009 and with reference number 08/823/FUL; (b) the planning permission issued by East Lothian Council dated 6 May 2016 and with reference 1510536/P; and (c) the planning permission issued by Midlothian Council dated 13 August 2014 and with reference 14/00494/OPP;
- 4.16 other than the leases in place at the time of this Standard Security, not, without the prior written consent of the Lender:
- 4.16.1 exercise any statutory or other power of leasing or letting, or accept or agree to accept surrenders or renunciations of any leases, or enter into any agreement for lease or letting, in respect of any of its properties; or
- 4.16.2 create any licence in respect of any of its properties, or let any person into occupation of, or share occupation of, any of its properties or grant any other interest in any of its properties;

4.17 not waive or vary nor permit to be waived or varied the terms of any of the documents (including the Lease) the tenant's interest in which comprises the Security Subjects or otherwise relating to, benefiting or affecting the Security Subjects or the Property;

4.18 use reasonable endeavours to enforce the obligations of the landlord in terms of the Lease.

## **5 Lender Rights**

If the Granter shall fail to satisfy the Lender that it has performed any of its obligations under clause 4 then the Lender may take such steps as it considers appropriate to procure the performance of such obligation and shall not thereby be deemed to be a heritable creditor in possession and the monies expended by the Lender shall be reimbursed by the Granter on demand.

## **6 Power of Attorney**

6.1 The Granter, by way of security for its obligations under this Standard Security, irrevocably appoints the Lender to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

6.1.1 carrying out any obligation imposed on the Granter by this Standard Security; and

6.1.2 enabling the Lender to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on it or him by or pursuant to this Standard Security or by law (including the exercise of any right of a proprietor of the Security Subjects).

6.2 The Granter shall ratify and confirm whatever any attorney does or purports to do pursuant to the appointment in clause 6.1 above.

## **7 Certificate**

Any certificate signed by any manager or officer of the Lender as to the amount due or owing (a "Certificate") will be conclusive evidence of the matters to which it relates and shall (in the absence of manifest error) be binding and conclusive upon the Granter.

## **8 Assignment**

8.1 The Granter may not assign, charge or transfer all or any of its rights under this Standard Security.

8.2 The Lender may assign, charge or transfer all or any of its rights under this Standard Security without the consent of the Granter. The Lender may disclose any information about the Granter and this Standard Security as the Lender shall consider appropriate to any actual or proposed direct or indirect successor or to any person to whom information is required to be disclosed by any applicable law or regulation.

## **9 Governing Law and Jurisdiction**

### **9.1 Governing law**

This Standard Security and any non-contractual obligations arising out of or in connection with it are governed by the law of Scotland.

### **9.2 Jurisdiction**

9.2.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Standard Security (including a dispute relating to the

existence, validity or termination of this Standard Security or any non-contractual obligation arising out of or in connection with this Standard Security) (a "Dispute").

- 9.2.2 The parties to this Standard Security agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly they will not argue to the contrary or take proceedings relating to a Dispute in any other courts.
- 9.2.3 Clauses 9.2.1 and 9.2.2 (Jurisdiction) above are for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

**DECLARING THAT:**

- (One) words and expressions which are incorporated in the foregoing variations of the Standard Conditions and which are defined in the 1970 Act shall be deemed to be so defined for the purposes of the foregoing variations also;
- (Two) **"Expenses"** means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Lender or any Receiver or Delegate at any time in connection with the Property; or all present and future indebtedness, moneys, obligations and liabilities of the Granter to the Lender or otherwise in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety; or in taking holding or perfecting this Standard Security or in protecting, preserving, defending or enforcing the security constituted by this Standard Security; or in exercising any rights, powers or remedies provided by or pursuant to this Standard Security (including any right or power to make payments on behalf of the Granter under the terms of this Standard Security); or by law, in each case on a full indemnity basis;
- (Three) In this Standard Security any reference to any other agreement or document shall be deemed to be or to include a reference to that other agreement or document as amended, restated, assigned, substituted, modified, varied, novated or supplemented from time to time and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that other agreement or document; and
- (Four) Each and every provision of this Standard Security shall separately be given the fullest effect permitted by law and if at any time one or more of the provisions of this Standard Security shall be unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Standard Security shall not in any way be affected or impaired thereby and the provision or provisions affected by such unenforceability shall be given effect in all respects other than that in which it is/they are unenforceable;



(Five) Any reference to the Lender shall include its successors and its assignees;

AND WE GRANT WARRANTICE; and we consent to registration hereof and of any Certificate for preservation and execution: IN WITNESS WHEREOF these presents consisting of this, the 5 preceding pages ~~and the plan (in eleven parts)~~ are subscribed as follows:

Subscribed for and on behalf of MP1 Limited

by

[Redacted Signature]

~~\*Authorised Signatory/Director/Company Secretary~~

JONATHAN WAXMAN

Full Name of Signatory (Please Print)

at

LONDON

on

14/2/20

before

[Redacted Signature]

Witness (Signature)

SAMANTHA LEE QC

Witness Name (Please Print)

5 ESSEX COURT

Witness Address

LONDON EC4Y 9AH

\*Please delete as applicable