

MR04

Statement of satisfaction in full or in part of a charge



Companies House

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company.

☐ **What this form is NOT for**
You may not use this form to
register a statement of satisfac
in full or in part of a mortgage
charge against an LLP. Use form
LL MR04.

TUESDAY



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22/03/2016

#269

COMPANIES HOUSE

1 Company details

Company number S C 2 1 3 6 4 2

Company name in full Inner Dowsing Wind Farm Limited (the "Chargor")

→ **Filing in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation

When was the charge created?

→ Before 06/04/2013. Complete **Part A and Part C**

→ On or after 06/04/2013. Complete **Part B and Part C**

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge.

Charge creation date 2 8 1 0 2 0 1 0

A2 Charge number

Please give the charge number. This can be found on the certificate.

Charge number* 0 0 0 7

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced.

Instrument description Second Ranking Legal Mortgage (the "Legal Mortgage") dated 28
October 2010 between the Chargor and Lloyds Bank plc (formerly
Lloyds TSB Bank plc) (the "Security Trustee", as security trustee
(which expression includes its successors in title, permitted assigns
and permitted transferees) for the benefit of the Secured Creditors).

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

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A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

The Chargor, as security for the payment of all Liabilities: (a) charged in favour of the Security Trustee (subject to the first ranking security granted by the Chargor) by way of legal mortgage the Offshore Real Property (being the real property leased pursuant to the lease of part of the seabed at Inner Dowsing and the related supplemental deed each between the Chargor and The Crown Estate Commissioners and dated 28 October 2010 (the "Crown Estate Lease")); and (b) assigned to the Security Trustee all its present and future rights, title and interest in and to the Assigned Contracts (to the extent that any right in and to the Assigned Contract is not assigned pursuant to the first ranking security granted by the Chargor). For further details please see attached pages from the Form MG01.

Continuation page

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

Part B

Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code. This can be found on the certificate.

Charge code ①

- -

① Charge code

This is the unique reference code allocated by the registrar.

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Part C To be completed for all charges**C1****Satisfaction**

I confirm that the debt for the charge as described has been paid or satisfied.
Please tick the appropriate box.

- ☒ In full
☐ In part

C2**Details of the person delivering this statement and their interest in the charge**

Please give the name of the person delivering this statement

Name INNER DOWSING WIND FARM LIMITED

Please give the address of the person delivering this statement

Building name/number 5TH FLOOR, 10 BUILDING

Street 15 JUSTICE MILL LANE

Post town ABERDEEN

County/Region

Postcode AB11 6EQ

Please give the person's interest in the charge (e.g. chargor/chargee etc).

Person's interest in the charge CHARGOR

C3**Signature**

Please sign the form here.

Signature

Signature

X *Sm Hays* *J Burrougham* X

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Statement of satisfaction in full or in part of a 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. The contact information you give will be visible to searchers of the public record.

Contact name

Lee Harris

Company name

Enderby LLP

Address

1 Wood Street

Post town

Luton

County/Region

Postcode

LU2 7W8

Country

DX

Telephone

**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.

Part A Charges created before 06/04/2013

- ☐ You have given the charge date.
☐ You have given the charge number (if appropriate)
☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4.

- ☐ **Part B Charges created on or after 06/04/2013**
 You have given the charge code.

☐ **Part C To be completed for all charges**

- ☐ You have ticked the appropriate box in Section C1.
 You have given the details of the person delivering this statement in Section C2.
 You have signed the form.

**Important information**

Please note that all information on this form will appear on the public record.

**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

MG01s

Particulars of a charge created by a company registered in Scotland

5**Mortgagee(s) or person(s) entitled to the charge**

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

Lloyds TSB Bank plc

Address

Wholesale Loans Agency

1st Floor, 10 Gresham Street, London

Postcode

E C 2 V 7 A E

Name

Address

Postcode

6**Short particulars of all the property charged**

Please give the short particulars of the property charged.

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

Short particulars

1. Legal Mortgage

Subject to the first ranking security granted pursuant to the First Ranking Security Documents, the Chargor, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Trustee (as trustee for the Secured Creditors) by way of legal mortgage the Offshore Real Property belonging to it at the date of the Legal Mortgage (including that set out in Note 1).

2. Assignment

To the extent that any right, title and interest of the Chargor in and to the Assigned Contract is not assigned pursuant to the First Ranking Security Documents, the Chargor, with full title guarantee, assigned absolutely to the Security Trustee (as trustee for the Secured Creditors), as security for the payment of all Liabilities, all its present and future right, title and interest in and to the Assigned Contract, including all moneys payable to the Chargor, and any claims, awards and judgments in favour of, receivable or received by the Chargor, under or in connection with the Assigned Contract.

Note (1): The Offshore Real Property specified in schedule 2 (Offshore Real Property) to the Legal Mortgage is as follows:

Address	Freehold/ Leasehold	Title Number	Use
Part of the seabed at Inner Dowsing	Leasehold from Crown Estate	None	Generation of electricity

CONTINUED ON ATTACHED FORM MG01s CONTINUATION PAGES

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6

Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

Continuation page (1)

Company name: Inner Dowsing Wind Farm Limited
Registration number: SC213642

Note (2): The Legal Mortgage provides that:

1. **Security:** The Chargor shall not create or permit to subsist any Security over any Charged Asset except as permitted by clause 24.6 (*Negative pledge*) of the Loan Facility Agreement.
2. **Disposal:** The Chargor shall not enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Charged Asset except as permitted by clause 24.14 (*Disposals*) of the Loan Facility Agreement.

In this Form, except to the extent that the context requires otherwise:

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Legal Mortgage.

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6

Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

Continuation page (2)

Company name: Inner Dowsing Wind Farm Limited
Registration number: SC213642

Note (3): In this Form MG01s, except to the extent that the context requires otherwise:

"Acceptable Collateral" has the meaning given to that term by the Accounts Agreement.

"Acceptable Collateral Loan Agreement" has the meaning given to that term by the Security Trust and Intercreditor Deed.

"Account Bank" means Lloyds TSB Bank Plc, or any account bank replacing it in accordance with the Accounts Agreement.

"Accounts Agreement" means the accounts agreement dated 27 October 2008 between the Obligors, Lloyds TSB Bank Plc as Agent, Account Bank, Issuing Bank and Security Trustee together with any related bank mandates, fee letters or safekeeping agreements agreed between an Obligor and the Account Bank.

"Additional Debt" means, in relation to any Debt, any money, debt or liability due, owing or incurred under or in connection with:

- (a) any refinancing, novation, deferral or extension of that Debt;
- (b) any further advance which may be made under any document, agreement or instrument supplemental to any document, agreement or instrument relating to that Debt together with any related interest, fees and costs;
- (c) any claim for damages or restitution in the event of rescission of that Debt or otherwise in connection with any document, agreement or instrument relating to that Debt;
- (d) any claim against any Obligor flowing from any recovery by an Obligor or any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer of a payment or discharge in respect of that Debt on the grounds of preference or otherwise; and
- (e) any amount (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

"Administrative Party" means the Agent, the Security Trustee or the Issuing Bank in each case in their capacity as such (together, being the **"Administrative Parties"**).

"Agent" means Lloyds TSB Bank Plc, as agent acting for and on behalf of the Finance Parties.

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

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Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

Continuation page (5)

Company name: Inner Dowsing Wind Farm Limited
Registration number: SC213642

"Hedging Commitment Deeds" means the hedging commitment deeds dated 27 October 2009 between the Borrower and, *inter alios*, Banco Santander, S.A., Lloyds TSB Bank Plc and HSBC Bank plc.

"Hedging Counterparty" means a bank or financial institution which meets the criteria set out in paragraphs 1.2 and 1.3 of the Hedging Programme and which is (or, at the date of execution of a Hedging Agreement, will be) party to a Hedging Agreement with the Borrower and which, is an original party to, or has acceded (or, in accordance with a Hedging Commitment Deed, is obliged to accede) to, the Security Trust and Intercreditor Deed as a "Hedging Counterparty" in accordance with the terms of the Security Trust and Intercreditor Deed.

"Hedging Programme" means the terms of schedule 9 (*Hedging Programme*) of the Loan Facility Agreement setting out the hedging programme for the management of the Borrower's exposure to changes in currency exchange rates and floating rates of interest.

"Intercompany Debt" has the meaning given to that term by the Security Trust and Intercreditor Deed.

"ISDA Master Agreement" has the meaning given in paragraph 4.3 of schedule 9 (*Hedging Programme*) of the Loan Facility Agreement.

"Issuing Bank" means Lloyds TSB Bank Plc.

"Junior Debt" has the meaning given to that term by the Security Trust and Intercreditor Deed.

"LC Facility Lenders" has the meaning given to that term by the Loan Facility Agreement.

"Lenders" means the Term Loan Facility Lenders, the WC Facility Lenders and the LC Facility Lenders.

"Loan Facility Agreement" means the loan facility agreement dated 27 October 2009 between, *inter alios*, the Borrower, Glens of Foudland Wind Farm Limited, Lynn Wind Farm Limited, the Chargor, the Original Lenders, the Agent and the Security Trustee.

"Lynn Windco" means Lynn Wind Farm Limited, a company incorporated under the laws of England and Wales with registered number 04155137.

"Mandated Lead Arrangers" means Banco Bilbao Vizcaya Argentaria S.A., London Branch, Banco Santander, S.A., London Branch, Bayerische Landesbank, London Branch, Calyon, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International), Dexia Crédit Local, London Branch, Fortis Bank, a *société anonyme* incorporated in Belgium, acting through its UK branch, HSBC Bank plc, KFW IPEX-Bank GmbH, London Branch, Lloyds TSB Bank Plc, National Australia Bank Limited (ABN 12 004 044 937), NIBC Bank N.V., The Bank of Tokyo-Mitsubishi UFJ, Ltd., The Governor and Company of the Bank of Ireland.

"Obligor" means the Borrower and/or a Guarantor.

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

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Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

Continuation page (6)

Company name: Inner Dowsing Wind Farm Limited
Registration number: SC213642

"Obligors' Agent" means the Borrower, appointed to act on behalf of each Obligor in relation to the Secured Documents pursuant to clause 2.4 (*Appointment of Obligors' Agent*) of the Loan Facility Agreement.

"Obligors' Security Documents" has the meaning given to that term by the Loan Facility Agreement.

"Offshore Real Property" means real property leased pursuant to the lease between the Chargor and The Crown Estate Commissioners dated 28 October 2010.

"Offtaker" means British Gas Trading Limited (a company incorporated in England and Wales with registered number 03078711) and its successors in title and any assignees or transferees of all or part of its rights or obligations under and as permitted pursuant to the terms of the relevant BG PPA.

"Offtaker Debt" has the meaning given to that term by the Security Trust and Intercreditor Deed.

"Offtaker Document" means the Security Trust and Intercreditor Deed, each Offtaker Trading Document, the PPA Direct Agreement and the Offtaker Security Documents.

"Offtaker Security Documents" means:

- (a) the second ranking fixed and floating security document (under English law) dated 27 October 2009 given by the Chargor in favour of the Security Trustee in respect of its assets; and
- (b) the second ranking bond and floating charge (under Scottish law) dated 27 October 2009 given by the Chargor in favour of the Security Trustee.

"Offtaker Trading Document" means the BG PPA, the BG Additional Power Purchase Agreement and each document, agreement or instrument which documents an Approved Trade between the Chargor and the Offtaker.

"Original Lenders" means the Original Term Loan Facility Lenders, the Original WC Facility Lenders and the Original LC Facility Lenders as listed in Part II (*Original Term Loan Facility Lenders*), Part III (*Original WC Facility Lenders*) and Part IV (*Original LC Facility Lenders*), respectively, of schedule 1 (*Parties*) of the Loan Facility Agreement.

"Parent" has the meaning given to that term by the Loan Facility Agreement.

"Parent 1" means GLID Limited, registered in England with company number 07033278.

"Parent Security Documents" has the meaning given to that term by the Loan Facility Agreement.

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Particulars of a charge created by a company registered in Scotland

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Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

Continuation page (7)

Company name: Inner Dowsing Wind Farm Limited
Registration number: SC213642

"PPA Direct Agreement" means the direct agreement entered into between the Offtaker, the Security Trustee and the Chargor in respect of the BG PPA.

"Secured Creditors" means the Finance Parties, the Offtaker and the Security Trustee (in the capacity as security trustee for and on behalf of the Offtaker).

"Secured Documents" means each Offtaker Document to which the Chargor is a party and each Finance Document.

"Security" means a mortgage, standard security, charge (fixed or floating), pledge, lien, assignment, assignation, hypothecation, set-off or trust arrangement for the purpose of creating security, reservation of title or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Documents" means:

- (a) the Obligors' Security Documents;
- (b) the Parent Security Documents;
- (c) the security documents entered into by CREL on 27 October 2009 granting Security in favour of the Security Trustee over its rights, title and interest in the shares it holds (and dividends derived thereunder) in the Borrower and the debt the Borrower owes to it;
- (d) each Direct Agreement;
- (e) the Offtaker Security Documents;
- (f) the Security Trust and Intercreditor Deed; and
- (g) any other document evidencing or creating Security over any asset of an Obligor or a Parent to secure any obligation of any Obligor to a Finance Party under the Finance Documents,

in each case to the extent the same have not expired or been terminated or released in accordance with the terms of the Finance Documents.

"Security Trust and Intercreditor Deed" means the deed so entitled dated 27 October 2009 between, among others, Lloyds TSB Bank Plc as Agent, the Lenders, certain of the Hedging Counterparties, the Security Trustee, Parent 1, the Offtaker and the Obligors.

"Senior Debt" means all present and future moneys, debts and liabilities due, owing or incurred by any Obligor or Parent to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise), together with any related Additional Debt.

"Term Loan Facility Lenders" has the meaning given to that term by the Loan Facility Agreement.

MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6

Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

Continuation page (8)

Company name: Inner Dowsing Wind Farm Limited
Registration number: SC213642

"WindCo" means:

- (a) Glens WindCo;
- (b) Lynn WindCo; and/or
- (c) the Chargor.

"WC Facility Lenders" has the meaning given to that term by the Loan Facility Agreement.