

110758/13
MG01

Particulars of a mortgage or charge

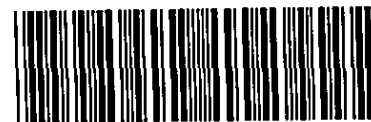


A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **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 for**
You cannot use this form to re-
gister particulars of a charge for a S
company. To do this, please use
form MG01s

FRIDAY



A34 15/07/2011 208
COMPANIES HOUSE

1 Company details

Company number 07508892

Company name in full REG ROSKROW BARTON LIMITED (the "Assignor")

3 For official use

→ **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 3 d 0 m 0 m 6 y 2 y 0 y 1 y 1

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 A deed of assignment between the Assignor and the Assignee (as defined below) dated 30 June
2011 (the "Assignment")

4 Amount secured

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

Amount secured Please see continuation page entitled "Amount Secured"

Capitalised terms appearing in this Form MG01 and continuation
pages and not defined shall have the meaning ascribed thereto under
the heading DEFINITIONS on the continuation page entitled "Short
particulars of all of the property mortgaged or charged"

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)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name THE CO-OPERATIVE BANK P L C (registered number 00990937)

Address PO Box 101, 1 Balloon Street, Manchester, (the "Assignee")

Postcode M 6 0 4 E P

Name

Address

Postcode

Continuation page

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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

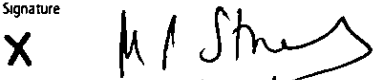
Please use a continuation page if you need to enter more details.

Short particulars

Please see continuation page entitled "Short particulars of all the property mortgaged or charged"

MG01

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	N/A	
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	Signature Please sign the form here <div style="border: 1px solid black; padding: 5px;"> Signature  <i>M J Street</i> <i>manager, for and in behalf of Groves LLP</i> </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 **MXM BS COO47 179**

Company name **Brodies LLP**

Address **15 Atholl Crescent**

Post town **Edinburgh**

County/Region **Midlothian**

Postcode **E H 3 8 H A**

Country **United Kingdom**

DX **DX ED10**

Telephone **0131 228 3777**



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

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

The Assignor covenanted in the Assignment to the Assignee that it will pay, implement, fulfil and discharge the Secured Liabilities to the Assignee when the same are due for payment or discharge (whether by acceleration or otherwise)

The Assignor shall pay commission, interest, fees and charges to the date of payment (as well as before any demand or judgement or the liquidation or administration of the Assignor) at the rates and upon the terms from time to time agreed with the Assignee or, in the absence of agreement, as set out in the Finance Documents and, to the extent that the Finance Documents do not expressly provide for the time of payment, upon such days as the Assignee may from time to time determine, and such interest shall be compounded in the event of it not being punctually paid with quarterly rests in accordance with the usual practice of the Assignee but without prejudice to the right of the Assignee to require payment of such interest when due

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	<p>1 Assigned Rights</p> <p>1 1 As a continuing security for the payment and discharge by the Assignor of the Secured Liabilities and all other sums intended to be secured by the Assignment, the Assignor with full title guarantee assigned absolutely to the Assignee all of the Assignor's rights, title, interest and benefit from time to time in, to and under the following (together the "Assigned Rights")</p> <p>1 1 1 the Insurances and any proceeds arising therefrom,</p> <p>1 1 2 the Project Documents,</p> <p>1 1 3 any agreements for the maintenance, repair, overhaul or servicing of the Project Infrastructure entered into by the Assignor from time to time,</p> <p>1 1 4 all of the Assignor's rights in, to and under any and all policies and contracts of insurance taken out by the Assignor in respect of the Project Infrastructure from time to time, and</p> <p>1 1 5 the benefit of all guarantees indemnities warranties negotiable instruments and securities taken by the Assignor in connection with or in respect of the Project Infrastructure, or any of the agreements referred to above,</p> <p>provided always that, subject to Clause 3 9 of the Assignment, if the Assignor has unconditionally and irrevocably paid to the Assignee all sums undertaken in the Assignment to be paid the Assignee shall at the request and cost of the Assignor re-assign to the Assignor the Assigned Rights or otherwise discharge the Assignment</p> <p>2 Ranking</p> <p>2 1 The security created by, or any security interest constituted pursuant to, the Assignment shall rank in point of security in priority to all other Security Interests created or subsisting from time to time over all or any of the Assigned Rights</p> <p>2 2 The Assignor shall not create, incur, assume or permit to subsist any Security Interest on all or any part of the Assigned Rights or sell transfer, assign or otherwise dispose of all or any of the Assigned Rights except as expressly allowed under the Finance Documents</p> <p>DEFINITIONS</p> <p>In this form MG01 and continuation pages the following terms shall have the following meanings</p> <p>"Account" means the Receipts Account as defined in the Facilities Agreement or such other account as the Assignee notifies to the Assignor from time to time</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	<p>"Assigned Contracts" means each of the agreements and other documents specified in Clause 3 1 of the Assignment</p> <p>"Balance of Plant Agreement" means the balance of plant agreement entered into between CLP and Dean & Dyball Civil Engineering Limited (formerly Dean & Dyball Construction Limited) dated 18 September 2007 and novated to the Assignor pursuant to the Novation Agreements</p> <p>"CLP" means The Cornwall Light & Power Co Limited a company incorporated in England and Wales with registered number 2431173 and having its registered office at 2 Station View, Guilford, Surrey GU1 4JY</p> <p>"Cross Guarantee" means the cross guarantee to be entered into between the Assignor and each of the other Guarantors and the Assignee and in a form and substance satisfactory to the Assignee</p> <p>"Event of Default" has the meaning given in the Facilities Agreement and shall include a breach by the Assignor of any of its obligations or undertakings pursuant to the Assignment</p> <p>"Existing PPA" means the power purchase agreement entered into between CLP and Statkraft Markets GmbH dated 24 March 2011 and novated to the Assignor by the Novation Agreements</p> <p>"Facilities Agreement" means the term loan facilities agreement entered into between the Assignor and the Assignee and dated on or about the date of the Assignment</p> <p>"Finance Document" means</p> <ol style="list-style-type: none"> 1 The Facilities Agreement, 2 the Cross Guarantee, 3 the Security Documents, 4 the Hedging Documents, and 5 any other document designated as such by the Assignee and the Assignor <p>"Grid Connection Agreement" means the grid connection agreement between CLP and Western Power Distribution (South West) Plc dated 5 September 2007 and novated to the Assignor by the Novation Agreements</p> <p>"Group Facilities Agreements" means each of the facility agreements entered into on or about the same date as the Facilities Agreement between the Assignee and each of REG Braich Ddu Limited, REG High Pow Limited, REG High Sharpley Limited, REG Ramsey Limited, and REG Roskrow Barton Limited</p> <p>"Group Finance Documents" means all of the Finance Documents as defined in each of the Group Facilities Agreements</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	<p>"Guarantor" means each of (i) REG Braich Ddu Limited, REG High Pow Limited, REG High Sharpley Limited, REG Ramsey Limited, REG Roskrow Barton Limited and REG Tranche 1 Holdings Limited for so long as they remain a guarantor under the Cross Guarantee and (ii) such other person which provides at the relevant time a guarantee and/or indemnity in favour of the Assignee on account of the liabilities and obligations of the Assignor from time to time and includes for the avoidance of doubt and without limitation each person which provides a cost overrun guarantee in favour of the Assignee</p> <p>"Hedging Documents" means any interest rate hedging documents or arrangements entered into or to be entered into between the Assignor and the Assignee pursuant to or in contemplation of the Facilities Agreement and includes, for the avoidance of doubt, any confirmation entered into by the Assignor and the Assignee pursuant to such interest rate hedging documents or arrangements</p> <p>"Insurances" means such insurances as may be in place in respect of the Turbines, the Site and the Project Infrastructure from time to time</p> <p>"Landlord" means David John Ingleby, Sarah Mary Ingleby and Richard James Ingleby and Union Pension Trustees Limited as trustees to One Castlemead Insurance Brokers Limited Executive Pension Plan</p> <p>"Maintenance Contract" means the turbine maintenance agreement entered into between CLP and the Supplier for the servicing of the Turbines dated 25 May 2007 as extended by a letter of agreement dated 3 June 2011 and novated to the Assignor by the Novation Agreements and such alternative maintenance agreement as is entered into by the Assignor in accordance with the provisions of the Facilities Agreement</p> <p>"New PPA" means the power purchase agreement entered into between the Assignor and Statkraft Markets GmbH, a company incorporated in Germany (registered in the commercial register of the local court of Dusseldorf under company number HRB 37885) and having its registered office at Niederkasseler Lohweg 175, 40547 Dusseldorf dated on or about the date of the Assignment</p> <p>"Novation Agreements" has the meaning ascribed thereto in the Facilities Agreement</p> <p>"Obligor" means the Assignor, each Guarantor (for so long as the Guarantor concerned has any actual or contingent liability under any guarantee or indemnity given in favour of the Assignee under or in relation to the Facilities Agreement) and any person (including without limitation the Shareholder pursuant to the Share Charge) providing security from time to time over shares held by it in the Assignor or any of them</p> <p>"Operations Agreement" means the operations agreement to be entered into between the Assignor and CLP on or around the date of the Assignment</p> <p>"Project" means the construction, development and operation of the Project Infrastructure at the Site</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

"Project Documents" means

- 1 the Turbine Supply Agreement,
- 2 the Maintenance Contract,
- 3 the Balance of Plant Agreement,
- 4 the Existing PPA,
- 5 the New PPA,
- 6 the Statkraft PPA PCG,
- 7 the Operations Agreement,
- 8 the Sale and Purchase Agreement,
- 9 the Novation Agreements,
- 10 the Grid Connection Agreement

"Project Infrastructure" means the items of equipment listed in Part 6 of the Schedule (The Project Infrastructure) of the Facilities Agreement

"Sale and Purchase Agreement" means the business sale agreement entered into between the Assignor and CLP dated on or about the date of the Assignment

"Secured Liabilities" means the aggregate of all moneys and liabilities, whether of principal, interest, charges, commissions, costs (on a full indemnity basis) or otherwise in whatever currency which may at the date of the Assignment or at any time thereafter be due owing or incurred by the Assignor to the Assignee in any manner whatsoever (including without prejudice to the generality of the foregoing under the terms of the Finance Documents) and whether actual or contingent and whether alone or jointly with others, as principal, cautioner, guarantor, surety or otherwise, and in whatever name or style, all costs charges and expenses of any kind whatsoever including legal and other professional costs and charges incurred by the Assignee from time to time in taking any steps whether by way of legal proceedings or otherwise to enforce any of the provisions of the Assignment such costs charges and expenses to be payable in all cases on a full indemnity basis and so that any taxation of the Assignee's legal costs charges and expenses shall be on a solicitor and own client basis

"Security" means a legal charge, mortgage, standard security, charge (whether fixed or floating), pledge, lien, assignation in security, assignment, hypothecation, security interest, title retention, right of set-off, right of possession or retention or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Documents" means those documents listed in each of the Parts 4 of the Schedules (Security Documents) to each of the Group Facilities Agreements together with any other document entered into by an Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of the Assignor under any of the Group Finance Documents

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	<p>"Security Interest" means any mortgage, legal mortgage, standard security, charge (whether fixed or floating), pledge, lien, assignment in security, assignation, hypothecation, security interest, title retention, right of set-off, right of possession or retention or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>"Shareholder" means REG Tranche 1 Holdings Limited, a company incorporated in England and Wales, registered number 7506566 and having its registered office at 2 Station View, Guilford, Surrey GU1 4JY</p> <p>"Share Charge" means the share charge entered into or to be entered into by the Shareholder in favour of the Assignee in respect of the entire issued share capital of the Assignor in a form approved by the Assignee</p> <p>"Site" means the land at Roskrow Barton, Roskrow, Cornwall all as more fully described in the Lease</p> <p>"Statkraft PPA PCG" means the parent company guarantee entered into between the Assignor and Statkraft AS, a company organised under the laws of Norway and having its registered office at P O Box 200, Lilleaker, NO-2016, Oslo, Norway relating to the New PPA dated on or about the date of the Assignment</p> <p>"Supplier" means Vestas-Celtic Wind Technology Ltd of Exchange Tower, 19, Canning Street, Edinburgh, EH3 8EH</p> <p>"Turbines" means two 850KW wind energy converters (Vestas V52 turbines) provided by the Supplier and "Turbine" means any one of them</p> <p>"Turbine Supply Agreement" means the agreement for the supply and installation of the Turbines entered into between CLP and the Supplier dated 16 May 2007 and novated to the Assignor by the Novation Agreements</p> <p>Capitalised terms appearing in this Form MG01 and continuation pages and not defined shall have the meaning ascribed thereto in the Assignment or the Facilities Agreement (as applicable)</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7508892
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED 30
JUNE 2011 AND CREATED BY REG ROSKROW BARTON
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO THE CO-OPERATIVE BANK
P.L.C. 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 15 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 JULY 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES