

126153/54

In accordance with
Section 860 of the
Companies Act 2006

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

THURSDAY



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31/01/2013

#73

COMPANIES HOUSE

1 Company details

Company number 0 3 4 0 4 6 3 9

Company name in full REG SANCTON HILL LIMITED (the "Assignor")

6 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 2 d 3 m 0 m 1 y 2 y 0 y 1 y 3

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 Security Agent (as defined below) dated 23
January 2013 (the "Assignment")

4 Amount secured

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

Amount secured

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 now or at any time after
the date of the Assignment be due owing or incurred by the Assignor
to any Finance Party 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 ("Secured Liabilities")

Continuation page

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

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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 plc (registered number 00990937)

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

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"

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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

N/A

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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)

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Signature

Please sign the form here

Signature

Signature

X *for firm, member* X
FOR BRIDLE W

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 **GXH MPST COO47 198**

Company name **Brodiess LLP**

Address **15 Atholl Crescent**

Post town **Edinburgh**

County/Region

Postcode

Country **United Kingdom**

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	<p>The Assignor covenanted in the Assignment to the Security Agent for itself and as security trustee for each of the Finance Parties that it will pay, implement, fulfil and discharge the Secured Liabilities to the Security Agent when the same are due for payment or discharge (whether by acceleration or otherwise)</p> <p>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"</p>	

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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>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 Security Agent for itself and as security trustee for each of the Secured Parties all of the Assignor's rights, title, interest and benefit from time to time in, to and under the Asset Management Agreement (together the "Assigned Rights") 'provided always that, subject to Clause 3 9 of the Assignment, if the Assignor has unconditionally and irrevocably paid to the Security Agent all sums undertaken in the Assignment to be paid the Security Agent 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 Encumbrance 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 Encumbrance 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>3 Continuing security</p> <p>3 1 The Assignment is a continuing security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part</p> <p>3 2 If the Security Agent considers that an amount paid to it under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise then that amount will not be considered to have been irrevocably paid for the purposes of the Assignment</p>	

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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>DEFINITIONS</p> <p>In this form MG01 and continuation pages the following terms shall have the following meanings</p> <p>"Account Bank" means the Security Agent</p> <p>"Agent" means the The Co-operative Bank P L C as agent of the other Finance Parties</p> <p>"Asset Management Agreement" means the asset management agreement between the Manager and the Assignor dated on or about the date of the Assignment</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent</p> <p>"Encumbrance" means any mortgage, charge, assignment by way of security, pledge, hypothecation, lien, right of set off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same, or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re acquired or acquired by the person selling or disposing of it</p> <p>"Facilities Agreement" means the facilities agreement entered into between among others the Assignor and the Security Agent on 2 October 2012</p> <p>"Finance Documents" has the meaning given to it in the Facilities Agreement</p> <p>"Finance Parties" means the Agent, the Security Agent, the Lenders, the Overdraft Bank, the Hedge Counterparties and the Account Bank</p> <p>"Hedge Counterparties" means any Original Hedge Counterparty and any other person which has become a Hedge Counterparty in accordance with Clause 25 8 of the Facilities Agreement (Changes to the Lenders and Hedge Counterparties)</p> <p>"Lender" means</p> <p>1 any Original Lender, and</p>

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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>2 any other person which has become a Lender in accordance with Clause 25 (Changes to the Lenders and Hedge Counterparties),</p> <p>which in each case has not ceased to be a Lender in accordance with the terms of the Facilities Agreement</p> <p>"Manager" means REG Windpower Limited (company number 2431173) whose registered office is at 2 Station View, Guildford, Surrey</p> <p>"Receiver" means any receiver or administrative receiver of the whole or any part of the Secured Assets</p> <p>"REGW" means REG Windpower Limited, a company incorporated in England and Wales under the Companies Acts (registered number 2431173) and having its registered office at Unit 2, Station View, Guildford, Surrey GU1 4JY</p> <p>"Secured Asset" means any asset over which an encumbrance is created by a Security Document</p> <p>"Secured Party" means a Finance Party, a Receiver or any Delegate</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. 3404639
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED 23
JANUARY 2013 AND CREATED BY REG SANCTON HILL
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO ANY FINANCE PARTY 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 31 JANUARY
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 FEBRUARY
2013

DX



Companies House



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