



Registration of a Charge

Company name: **SOUTH SHARPLEY LIMITED**

Company number: **07472494**



X7LRKUTU

Received for Electronic Filing: **28/12/2018**

Details of Charge

Date of creation: **21/12/2018**

Charge code: **0747 2494 0010**

Persons entitled: **ING BANK N.V.**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

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: **VICTORIA QUEK**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7472494

Charge code: 0747 2494 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2018 and created by SOUTH SHARPLEY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th December 2018 .

Given at Companies House, Cardiff on 2nd January 2019

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

We certify this document
as a true copy of the original,
save for material redacted
pursuant to section 859G
Companies Act 2006

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*Eversheds Sutherland (International)
LLP*

Dated: 21 December 2018

(1) SOUTH SHARPLEY LIMITED as Chargor

(2) ING BANK N.V. as Security Agent

Supplemental Assignment

THIS SUPPLEMENTAL ASSIGNMENT is dated 21 December 2018 between:

- (1) **SOUTH SHARPLEY LIMITED** of 2nd Floor, Edgeborough House, Upper Edgeborough Road, Guildford, Surrey, GU1 2BJ and registered in England and Wales with company number **07472494** (the "**Chargor**"); and
- (2) **ING BANK N.V.** in its capacity as Security Agent (the "**Security Agent**").

BACKGROUND:

- (A) This Supplemental Assignment is supplemental to a debenture dated 4 August 2016, made between the Chargor and the Security Agent (the "**Debenture**").
- (B) This is a Security Document.
- (C) The Security Agent holds the benefit of this Supplemental Assignment, including the security created and other rights granted in it on trust for the Secured Parties.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Supplemental Assignment:

"**Facilities Agreement**" means a facilities agreement dated 3 August 2016 and made between (1) the Chargor; (2) the Guarantors; (3) ING Bank, N.V. as the mandated lead arranger, facility agent and security agent, (4) ING Bank N.V., London Branch as the account bank; and (5) the financial institutions listed in Part 1, Schedule 1 thereof as the lenders, as the same may be varied, amended, modified, supplemented or replaced.

"**New Project Documents**" means those contracts, brief particulars of which are set out in the Schedule (*New Project Documents*) hereto.

1.2 Interpretation

1.2.1 Save as provided in Clause 2 (*Incorporated Provisions*) or otherwise defined in this Supplemental Assignment, capitalised terms defined in the Facilities Agreement and/or the Debenture shall have the same meaning in this Supplemental Assignment.

1.2.2 The provisions of Clauses 1.3 to 1.5 of the Debenture apply to this Supplemental Assignment (including the provisions incorporated herein by Clause 2 (*Incorporated Provisions*)) as if expressly set out herein, mutatis mutandis, with each reference to "this deed" or "this Deed" therein being deemed to be a reference to this Supplemental Assignment.

2. INCORPORATED PROVISIONS

For the avoidance of doubt and without prejudice to the generality of the foregoing Clauses, the provisions of the Debenture apply in relation to the New Project Documents to the extent that the same apply to the Project Documents (as defined in the Debenture) and (so far as necessary to make them apply to and be enforceable in relation to the New Project Documents) they shall be deemed to be incorporated into this Supplemental Assignment, *mutatis mutandis*, as though set out in full herein with each reference therein to:

- 2.1 this "**deed**" or this "**Deed**" being deemed to be a reference to this Supplemental Assignment; and
- 2.2 "**Schedule 2**" being deemed to be a reference to the Schedule to this Supplemental Assignment.

3. COVENANT TO PAY

The Chargor, as primary obligor and not merely as surety, covenants with the Security Agent that it will pay, discharge and perform the Secured Obligations on demand made on or at any time after the due date for payment under and in the manner provided in the Finance Documents.

4. FIXED SECURITY

The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations:

4.1 Assignment by way of security

assigns absolutely to the Security Agent all its rights, title and interest in the following assets:

- 4.1.1 the New Project Documents; and
- 4.1.2 any Associated Rights and Derivative Payment in respect of the New Project Documents.

4.2 First fixed charge

charges in favour of the Security Agent, by way of first fixed charge the following assets:

- 4.2.1 the New Project Documents; and
- 4.2.2 any Associated Rights and Derivative Payment in respect of the New Project Documents,

in each case excluding those New Project Documents, Associated Rights or Derivative Payments (as the case may be) which have been validly and effectively assigned to the Security Agent pursuant to clause 4.1 (*Assignment by way of security*).

5. REPRESENTATIONS AND WARRANTIES

The Chargor represents and warrants to the Security Agent on the date of this Supplemental Assignment in the terms of the representations in clause 20 of the Facilities Agreement and the representations in clause 6.1 of the Debenture, in each case as if expressly set out in this Supplemental Assignment and to the extent that such representations are applicable to the Chargor or the New Project Documents. Each such representation is made by reference to the facts and circumstances existing at the date of this Supplemental Assignment.

6. CONTINUATION

6.1 Except insofar as supplemented hereby, the Debenture will remain in full force and effect.

6.2 This Supplemental Assignment is supplemental to the Debenture. On and from the date of this Supplemental Assignment:

6.2.1 the Supplemental Assignment and the Debenture shall be read and construed as one document and in particular the definition of "Project Documents" in the Debenture shall include the New Project Documents; and

6.2.2 the Chargor acknowledges that references to the "Debentures" in the Facilities Agreement are references to the Debentures as supplemented by this Supplemental Assignment; and

6.2.3 references in the Debenture to "this deed", "this Deed", "hereof", "hereunder" and expressions of similar import shall be deemed to be references to the Debenture as supplemented by this Supplemental Assignment.

7. GOVERNING LAW

This Supplemental Assignment and any contractual or non-contractual obligations arising out of or in connection with it are governed by English law.

8. COUNTERPARTS

This Supplemental Assignment may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Assignment. Any party may enter into this Supplemental Assignment by signing any such counterpart.

THIS SUPPLEMENTAL ASSIGNMENT has been entered into as a deed on the date stated at the beginning of this Supplemental Assignment.

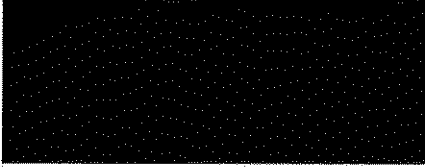
SCHEDULE**New Project Documents**

Name of Charger	Brief description of Project Document	Date of Project Document	Parties to Project Document (includes addresses for service of notices of those parties who are not parties to this Deed)
1. South Sharpley Limited	Service and Availability Agreement as amended by a deed of amendment and restatement	4 August 2016 as amended and restated on or about the date of this Agreement	(1) South Sharpley Limited; and (2) Vestas-Celtic Wind Technology Limited
2. South Sharpley Limited	Parent company guarantee relating to the Service and Availability Agreement	On or about the date of this Agreement	(1) South Sharpley Limited; and (2) Vestas Northern Europe AIS
3. South Sharpley Limited	Fleet Agreement	On or about the date of this Agreement	(1) South Sharpley Limited; (2) St Breock Limited; (3) Ramsey II Limited; (4) Sancton Hill Limited; (5) Goonhilly Limited; and (6) Vestas-Celtic Wind Technology Limited

SIGNATURES

The Chargor

Executed as a deed by **SOUTH SHARPLEY LIMITED** acting by a director / authorised signatory



Director/Authorised Signatory:

In the presence of:

Witness Signature:



Witness Name:

Sean Wright

Witness Address:

Witness Occupation

Travie

Eversheds Sutherland
(International) LLP
1 Wood Street
London EC2V 7WS

Communications to be delivered to:

Address: 2nd Floor, Edgeborough House,
Upper Edgeborough Road, Guildford,
Surrey, GU1 2BJ

Fax number: +44 (0) 1483 575 460

Attention: David Crockford

The Security Agent

Executed as a deed for and on behalf of **ING Bank N.V.** by its Authorised Signatories:)

Authorised Signatory

Eva Sloff

Sabrina van de Kerk
Vice President

Authorised Signatory

Communications to be delivered to:

ING Bank N.V.

Address: Bijlmerplein 888, 1102 MG, Amsterdam,
The Netherlands

Location Code AMP D06.39

Fax number: +31 20 565 8213

Attention: Head of Structured Finance Utilities,
Power and Renewables EMEA

With a copy sent to:

**ING Bank N.V. Ops&IT Banking/Wholesale
Lending Operations**

Address: Bijlmerplein 888, 1102 MG, Amsterdam,
The Netherlands

Location Code AMP G 01.42.02

Fax number: +31 20 56 58203

Attention: Execution SF/Team 1