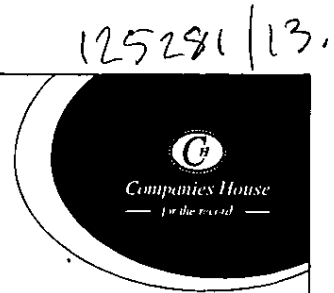


MG01

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

FRIDAY



A23 *A1ZC1Z2R* #115
COMPANIES HOUSE

1	Company details		5 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> For official use
Company number	0	7 4 7 2 4 9 4	Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	REG SOUTH SHARPLEY LIMITED (the "Assignor")		
2	Date of creation of charge		
Date of creation	d 1 d 9	m 1 m 2 y 2 y 0 y 1 y 2	
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 19 December 2012 (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

MG01

Particulars of a mortgage or charge

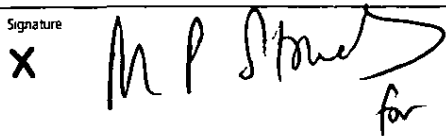
5	Mortgagee(s) or person(s) entitled to the charge (if any)	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	The Co-operative Bank plc (registered number 00990937)	
Address	PO Box 101 1 Balloon Street, Manchester (the "Security Agent")	
Postcode	M 6 0 4 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	
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 Please sign the form here Signature  for Indie LLP 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 LCHM MPST COO47 198

Company name Brodies LLP

Address 15 Atholl Crescent

Post town Edinburgh

County/Region

Postcode E H 3 8 H A

Country United Kingdom

DX DX ED10, Edinburgh

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>	

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 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 Connection 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> <p>DEFINITIONS</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>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 Security Agent</p> <p>"Balance of Plant Agreement" means the balance of plant agreement entered into between the Assignor and the Balance of Plant Contractor dated 29 August 2012</p> <p>"Balance of Plant Contractor" means Hall Construction Services Limited, incorporated in England and Wales under the Companies Acts (registered number 02076179)</p> <p>"Balance of Plant Direct Agreement" means a step-in agreement dated on or about the date of the Facilities Agreement between the Assignor, the Agent, the Security Agent and the Balance of Plant Contractor</p> <p>"Borrower" means the Assignor</p> <p>"Borrower Assignment" means the deed of assignment of contract rights and insurances entered into or to be entered into by the Assignor in favour of the Security Agent in a form approved by the Agent</p> <p>"Borrower Debenture" means the debenture entered into or to be entered into between the Assignor and the Security Agent in a form approved by the Agent</p> <p>"CDM Coordinator Appointment" means the appointment between BSW Consulting (Exeter) Limited and the Operations Contractor dated 9 May 2011 as novated to the Assignor in a deed of novation dated 9 May 2011 on or about the date of the Assignment</p> <p>"Compliance Certificate" means the compliance certificate to be provided by the Assignor in accordance with Clause 20.3.2 of the Facilities Agreement, the form of which is set out in Schedule 9 to the Facilities Agreement</p> <p>"Connection Agreement" means the connection agreement between the Connection Counterparty and the Assignor, signed by the Assignor on 10 September 2012</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>"Connection Counterparty" means Northern Powergrid (Northeast) Limited, a company incorporated in England and Wales under the Companies Acts (registered number 02906593),</p> <p>"Cross Guarantee" means the cross guarantee granted or to be granted between the Assignor, each of the Guarantors and the Security Agent in form and substance satisfactory to the Agent</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent</p> <p>"Direct Agreements" means</p> <ul style="list-style-type: none"> a the Turbine Supply Direct Agreement, b the Balance of Plant Direct Agreement, c the Electricals Direct Agreement, d each Lease Direct Agreement, e the Oversail Direct Agreement, f the PPA Direct Agreement, and g the Operations Direct Agreement <p>"Electricals Contract" means an agreement between the Assignor and the Electricals Contractor dated 31 July 2012</p> <p>"Electricals Contractor" means Smith Brothers (Contracting) Limited, a company incorporated in England and Wales under the Companies Acts (registered number 03738927)</p> <p>"Electricals Direct Agreement" means a step-in agreement dated on or about the date of the Facilities Agreement between the Assignor, the Agent, the Security Agent and the Electricals Contractor</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</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>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>"Fee Letters" means the letters between the Assignor and the Agent of even date of the Facilities Agreement referred to in Clause 13 the Facilities Agreement and any other fee letters agreed between the Assignor and the Agent in relation to the Facilities</p> <p>"Facilities" means the Term Facility and the Overdraft Facility</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" means</p> <ul style="list-style-type: none"> a the Facilities Agreement, b the Cross Guarantee, c the Security Documents, d the Direct Agreements, e the Intercreditor Deed, f the Hedging Agreements, g the notices of charge and assignment (or intimations as the case may be) given pursuant to or as contemplated by the Security Documents, h any Notice of Drawdown, i any Compliance Certificate, j the Fee Letters, k the Lender Warranties, and

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>all agreements and other documents entered into from time to time pursuant to any of the foregoing and designated a finance document by the Agent and the Assignor</p> <p>"Finance Parties" means the Agent, the Security Agent, the Lenders, the Overdraft Bank, the Hedge Counterparties and the Account Bank</p> <p>"Group Facilities Agreements" means the Facilities Agreement and the facility agreement entered into on the same date as the Facilities Agreement between (<i>inter alia</i>) the Security Agent and REG South Sharpley Limited, a company registered in England and Wales under the Companies Acts (registered number 07472494)</p> <p>"Guarantor" means (a) each of REG Sancton Hill Limited (registered number 03404639), REG South Sharpley Limited (registered number 07472494) and the Shareholder for so long as they remain a guarantor under the Cross Guarantee and (b) such other person which provides at the relevant time a guarantee and/or indemnity in favour of the Security Agent on account of the liabilities and obligations of the Assignor from time to time</p> <p>"Hedge Counterparties" means the Security Agent</p> <p>"Hedging Agreement" means any master agreement, confirmation, transaction, schedule or other agreement entered into or to be entered into by the Assignor for the purpose of hedging interest payable under the Facilities Agreement</p> <p>"Intercreditor Deed" means an agreement on or about the date of the Facilities Agreement between the Assignor, the Shareholder and the Finance Parties</p> <p>"Landlord" means Southwell Wind Farm Limited, a company incorporated in England and Wales under the Companies Acts (registered number 07744687) and having its registered office at Sancton Hill, Beverley Lane, Sancton, York, YO43 4RH</p> <p>"Lease" means the lease of the land at Sancton Hill Farm, Beverley Lane, Sancton, York between the Landlord and the Assignor dated on or about the date of the Facilities Agreement</p> <p>"Lease Direct Agreement" means a direct agreement in favour of the Agent and the Security Agent in form and substance acceptable to the Agent in respect of each of the Leases</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>"Legal Charge" means the legal charge entered into or to be entered into by the Assignor in favour of the Security Agent in respect of the Assignor's interest under the Leases in a form approved by the Agent</p> <p>"Lender" means</p> <ol style="list-style-type: none"> 1 any Original Lender, and 2 any other person which has become a Lender in accordance with Clause 25 (Changes to the Lenders and Hedge Counterparties), <p>which in each case has not ceased to be a Lender in accordance with the terms of the Facilities Agreement</p> <p>"Lender Warranties" means the collateral warranty provided to the Agent and the Security Agent by</p> <ol style="list-style-type: none"> a Grontmij Limited and any other party who provides a collateral warranty in favour of the Agent and the Security Agent pursuant to the Balance of Plant Agreement, b Utility Engineering Solutions Limited and Esh Construction Limited and any other party who provides a collateral warranty in favour of the Agent and the Security Agent pursuant to the Electricals Contract, and c Ward Williams Holdings Limited and any other party who provides a collateral warranty in favour of the Agent and the Security Agent pursuant to the CDM Coordinator Appointment <p>"Notice of Drawdown" means a notice substantially in the form set out in Schedule 3 to the Facilities Agreement</p> <p>"Operations Contractor" means REGW, as replaced from time to time pursuant to Clauses 20 19 10 or 20 19 11 of the Facilities Agreement</p> <p>"Operations Direct Agreement" means the direct agreement to be entered into on or around the date of the Facilities Agreement between the Agent, the Security Agent, the Operations Contractor and the Assignor</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>"Original Lender" means the Security Agent</p> <p>"Overdraft Bank" means the Security Agent,</p> <p>"Overdraft Facility" means the overdraft facility in an amount not exceeding £150,000 available to be drawn by the Assignor as Overdraft Loans on the terms, and subject to the conditions, of the Facilities Agreement,</p> <p>"Overdraft Loan" means a loan made or to be made under the Overdraft Facility or the aggregate principal amount advanced and for the time being outstanding under that facility</p> <p>"Oversail Agreement" means a lease of easement between Brian Manfield and the Assignor dated on or about the date of the Facilities Agreement</p> <p>"Oversail Charge" means the legal charge entered into or to be entered into by the Assignor in favour of the Security Agent in respect of the Assignor's interest in the Oversail Agreement</p> <p>"Oversail Direct Agreement" means the direct agreement to be entered into on or around the date of the Facilities Agreement between the Agent, the Security Agent, Brian Manfield and the Assignor</p> <p>"PPA" means the electricity and associated benefits sale agreement between the Assignor and the PPA Counterparty dated on or about the date of the Assignment</p> <p>"PPA Counterparty" means 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</p> <p>"PPA Direct Agreement" means a step in agreement between the Agent, the Security Agent, the PPA Counterparty and the Assignor dated on or about the date of the Facilities Agreement</p> <p>"Receiver" means any receiver or administrative receiver of the whole or any part of the Secured Assets</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>"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>"Security Documents" means</p> <ul style="list-style-type: none"> a each Share Charge, b the Legal Charge, c the Oversail Charge, d the Borrower Debenture, e the Borrower Assignment, f the Cross Guarantee, g all agreements and other documents executed from time to time pursuant to any of the foregoing, and h any other document evidencing or creating any security over any asset of the Assignor or any other person to secure the Assignor's obligations to any Secured Party under any Finance Document, <p>and each document delivered as a "Security Document" in any other Group Facilities Agreement</p> <p>"Share Charges" means each of the share charges dated on or about the date of the Facilities Agreement (or, in the case of a new Shareholder, on the date on which it accedes to the Intercreditor Deed) between each Shareholder and the Security Agent creating security over all of that Shareholder's interest in the Assignor and "Share Charge" means any of them</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

"Shareholder" means REG Tranche 3 Holdings Limited, a company incorporated in England and Wales (registered number 07705570) and having its registered office at Unit 2, Station View, Guildford, Surrey, GU1 4JY and any permitted transferee of all or part of such shareholder's interest in the Assignor

"Term Facility" means the term loan facility in an aggregate amount not exceeding £9,732,000 available to be drawn by the Assignor as Term Loans on the terms, and subject to the conditions of, the Facilities Agreement

"Term Loan" means a loan made or to be made under the Term Facility or the aggregate principal amount advanced and for the time being outstanding of that loan

"Turbine Supplier" means Vestas-Celtic Wind Technology Ltd, a company incorporated in Scotland under the Companies Acts (registered number SC216807)

"Turbine Supply Direct Agreement" means a step in agreement between the Agent, the Security Agent, the Turbine Supplier and the Assignor dated on or about the date of the Facilities Agreement

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)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7472494
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED 19
DECEMBER 2012 AND CREATED BY REG SOUTH SHARPLEY
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 4 JANUARY
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JANUARY 2013

DR



Companies House



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