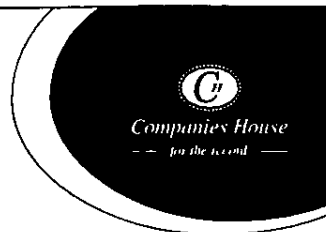


# MG01

## Particulars of a mortgage or charge

116052/13



### 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 NO**  
You cannot use this for particulars of a charge company To do this, pl form MG01s

SATURDAY



A08 \*A0PDDBLU\* 31/12/2011 #89  
COMPANIES HOUSE

se  
rk

### 1 Company details

Company number 0 7 4 7 2 4 9 4

Company name in full REG South Sharpley Limited (the "Company")

For official use

→ **Filing 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 2 m 1 m 2 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 Cash Collateral Account Security (the "Security")

### 4 Amount secured

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

Amount secured The Company, as primary obligor and not merely as surety, covenants to the Bank that it will pay and discharge the Secured Obligations on the due date therefor, or, if no date for payment has been agreed, on demand

Capitalised terms appearing in this Form MG01 and the continuation pages and not otherwise defined shall have the meanings ascribed thereto on the continuation page entitled "Short particulars of all the property charged" under the heading "Defined Terms"

**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 (the "Bank")

Address PO Box 101, 1 Balloon Street, Manchester

(Registered Number 00990937)

Postcode

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

See continuation page "Short particulars of all the property charged"

**Continuation page**

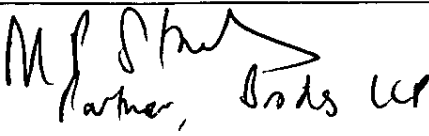
Please use a continuation page if you need to enter more details

# MG01

## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>
Commission allowance or discount	<p>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</p> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p> <p>None</p>

<b>8</b>	<b>Delivery of instrument</b>
	<p>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)</p> <p>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)</p>

<b>9</b>	<b>Signature</b>
Signature	<p>Please sign the form here</p> <p>Signature  X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>

# 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 **GXH BS COO47 194**

Company name **Brodies LLP**

Address **15 Atholl Crescent**

**Edinburgh**

Post town

County/Region

Postcode

**E H 3 8 H A**

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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://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

All or any monies, liabilities and obligations, whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, cautioner, surety or otherwise, which are now or may at any time hereafter (whether before or at any time after demand) be or become due in any manner by the Company to the Bank and including without prejudice to the foregoing generality all or any monies, liabilities and obligations owing by the Company to the Bank under the Counter Indemnity and including all amounts of interest, discount, commission and all lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of those matters or for keeping any account of the Company and so that the interest shall be computed and compounded according to the usual rate and practice of the Bank as well as after as before any demand made or decree or judgement obtained under the Security, and all or any monies, liabilities and obligations due to the Bank under the Security (the "Secured Obligations")

Capitalised terms appearing in this Form MG01 and the continuation pages and not otherwise defined shall have the meanings ascribed thereto on the continuation page entitled "Short particulars of all the property charged" under the heading "Defined Terms"

# 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 security for the payment and discharge of the Secured Obligations the Company, with full title guarantee, charges to the Bank by way of first fixed charge the Account and the Funds (and its whole right, title and interest, past, present and future therein) and irrevocably authorises and directs the Bank to hold the Account and the Funds as cash cover and collateral, specifically appropriated for that purpose, on the terms and conditions specified in the Security</p> <p><b>NOTE NEGATIVE PLEDGE</b></p> <p>Unless the Bank otherwise agrees in writing, the Company shall not assign or create or permit any form of security, mortgage, charge, right of set-off (other than in favour of the Bank) or lien to arise over or except only as permitted by the terms of the Security otherwise deal with the Funds or any part thereof or transfer or make withdrawals from or receive the Funds or any part thereof or in any way dispose of the equity of redemption of the Funds or any part thereof until the Secured Obligations have been fully and unconditionally paid or discharged</p> <p><b>DEFINED TERMS</b></p> <p>"Account" means the account held by the Company with the Bank and specified in the Schedule to the security as Name of Account Co-op Bank Re REG South Sharpley Limited, Number of Account xxxxxxxx, Branch and Sort Code Manchester Balloon Street Branch 08 02 11,</p> <p>"Counter Indemnity" means the counter indemnity granted by the Company in favour of the Bank on or around the date of the Security in respect of the Letter of Credit,</p> <p>"Funds" means all sums which are now or may at any time hereafter be deposited in or otherwise standing to the credit of the Account whether comprising principal or interest accrued or accruing,</p> <p>"Letter of Credit" means a letter of credit in an aggregate total maximum sum of €2,637,840 (TWO MILLION SIX HUNDRED AND THIRTY SEVEN THOUSAND EIGHT HUNDRED AND FORTY EUROS) in respect of the supply and installation of turbines granted by the Bank in favour of Vestas Celtic Wind Technology Limited, 302 Bridgewater Place, Birchwood Park, Warrington, WA3 6XG (the "Supplier") as beneficiary in respect of certain milestone payments to be made by the Company under a contract dated on or about the date hereof entered into between the Company and the Supplier,</p> <p>"Secured Obligations" means all or any monies, liabilities and obligations, whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, cautioner, surety or otherwise, which are now or may at any time hereafter (whether before or at any time after demand) be or become due in any manner by the Company to the Bank and including without prejudice to the foregoing generality all or any monies, liabilities and obligations owing by the Company to the Bank under the Counter Indemnity and including all amounts of interest, discount, commission and all lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of those matters or for keeping any account of the Company and so that the interest shall be computed and compounded according to the usual rate and practice of the Bank as well as after as before any demand made or decree or judgement obtained under the Security, and all or any monies, liabilities and obligations due to the Bank under the Security</p>	



## **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. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CASH COLLATERAL ACCOUNT  
SECURITY DATED 22 DECEMBER 2011 AND CREATED BY REG  
SOUTH SHARPLEY LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE COMPANY TO THE CO-  
OPERATIVE BANK PLC 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 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 JANUARY 2012

*DX*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES