

MR01

Particulars of a charge



131456/13

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR01



A26 12/09/2013 #184
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within
21 days** beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record

1	Company details	<input type="checkbox"/> For official use
Company number	0 8 3 3 3 3 2 4	Filing 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	BLACKROCK RENEWABLES UK LIMITED	

2	Charge creation date
Charge creation date	d 0 6 m 0 9 y 2 0 1 3

3	Names of persons, security agents or trustees entitled to the charge
Please show the names of each of the persons, security agents or trustees entitled to the charge	
Name	THE CO-OPERATIVE BANK P L C (registered number 00990937)
Name	
Name	
Name	
If there are more than four names, please supply any four of these names then tick the statement below	
<input type="checkbox"/> I confirm that there are more than four persons, security agents or trustees entitled to the charge	

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

N/A

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

for Brits UK

X

This form must be signed by a person with an interest in the charge

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Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name ACG GXH COO47 326 18666751

Company name Brodies LLP

Address 15 Atholl Crescent

Post town Edinburgh

County/Region

Postcode E H 3 8 H A

Country United Kingdom

DX ED10

Telephone 0131 656 0036



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 8333324

Charge code: 0833 3324 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th September 2013 and created by BLACKROCK RENEWABLES UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th September 2013

Given at Companies House, Cardiff on 13th September 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED *6 September* 2013

SHARE CHARGE

between

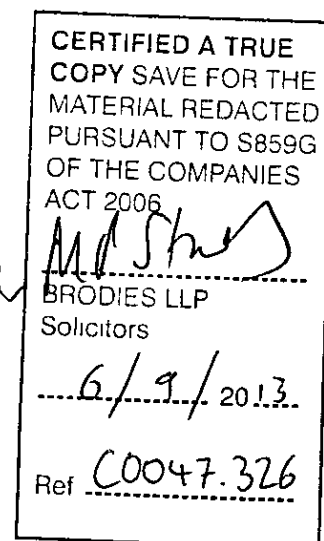
BLACKROCK RENEWABLES UK LIMITED

as the Chargor

and

THE CO-OPERATIVE BANK P.L.C.

as the Lender



Brodies LLP
15 Atholl Crescent
Edinburgh EH3 8HA
T: 0131 228 3777
F 0131 228 3878
Ref MPST.GXH C0047 326

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND.

THIS SHARE CHARGE is dated *6 September* 2013 and made as a Deed between

- (1) **BLACKROCK RENEWABLES UK LIMITED** a company incorporated in England and Wales with registered number 08333324 and having its registered office at 12 Throgmorton Avenue, London EC2N 2DL (the "Chargor"), and
- (2) **THE CO-OPERATIVE BANK P.L.C.** a company incorporated in England and Wales with registered number 00990937 and having its registered office at PO Box 101, 1 Balloon Street, Manchester M60 4EP (the "Lender")

CONSIDERING THAT:

- (A) The Lender entered into the Facilities Agreement (as defined below) with the Company as borrower on 19 December 2011
- (B) In consideration of the Lender providing consent to the transfer of all the issued shares in the Company (defined below) from REG Tranche 2 Holdings Limited (registered number 07705453) to the Chargor and the continuing availability of the facilities referred to in the Facilities Agreement to the Company, the Chargor has agreed to enter into this Share Charge and grant the security hereby constituted

ACCORDINGLY IT IS AGREED AS FOLLOWS

1 Definitions and interpretation

- 1 1 In this Share Charge terms defined in the Facilities Agreements (defined below) have the same meaning when used in this Share Charge (unless otherwise specified) and each of the following expressions has, except so far as the context otherwise requires, the meaning shown opposite it
 - 1 1 1 "Act" means the Law of Property Act 1925
 - 1 1 2 "Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London
 - 1 1 3 "Charged Assets" means the Shares and all Related Rights in respect of the Shares
 - 1 1 4 "Company" means REG Goonhilly Limited a company incorporated in England and Wales under the Companies Acts with registered number 07708636 and having its registered office at Unit 2, Station View, Guildford, Surrey GU1 4JY
 - 1 1 5 "Default Rate" has the meaning given to it in the Facilities Agreement

- 1 1 6 **"Event of Default"** has the meaning given to it in the Facilities Agreement and shall include a breach by the Chargor of any of its obligations or undertakings pursuant to this Share Charge
- 1 1 7 **"Facilities Agreement"** means the facilities agreement entered into between the Lender and the Company dated 19 December 2011 as amended pursuant to a consent letter entered into between, among others, the Lender and the Company dated on or around the date of this Share Charge
- 1 1 8 **"Finance Documents"** has the meaning given to it in the Facilities Agreement
- 1 1 9 **"Financial Collateral"** has the meaning given to that term in the Financial Collateral Regulations
- 1 1 10 **"Financial Collateral Regulations"** means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI2006 No 3226)
- 1 1 11 **"Insolvency Act"** means the Insolvency Act 1986
- 1 1 12 **"Party"** means a party to this Share Charge
- 1 1 13 **"Receiver"** means an administrative receiver, receiver and manager or a receiver in each case appointed under this Share Charge
- 1 1 14 **"Related Rights"** means all stocks, shares, warrants, securities, rights, moneys or property (including the dividends, interest or income thereon or therefrom) which may at any time accrue or be offered or arise by way of redemption, purchase, bonus, preference, option or otherwise in respect of or derived from any of the Shares or any derivatives thereof including the proceeds of any sale of any of the Shares
- 1 1 15 **"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 now or at any time hereafter be due owing or incurred by the Company or the Chargor to the Lender 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 and all costs, charges and expenses of any kind whatsoever including legal and other professional costs and charges incurred by the Lender from time to time in taking any steps whether by way of legal proceedings or otherwise to enforce any of the provisions of this Share Charge such costs, charges and expenses to be payable in all cases on a full indemnity basis and so that any taxation of the Lender's legal costs, charges and expenses shall be on a solicitor and own client basis

- 1 1 16 **"Security Interest"** means any 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
- 1 1 17 **"Shares"** means the stocks, shares and securities of the Company set out in the Schedule
- 1 2 The provisions of paragraph 2 (Construction) in Part 1 of the Schedule to the Facilities Agreement apply to this Share Charge as though they were set out in full in this Share Charge
- 1 3 The security created by this Share Charge is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- 1 4 Any reference to the Lender in this Share Charge shall include its successors, transferees, assigns or assignees
- 1 5 Unless the context otherwise requires in this Share Charge an Event of Default is "continuing" if it has not been remedied or waived pursuant to the Facilities Agreement
- 1 6 If any of the provisions of this Share Charge shall be inconsistent with any terms of the Facilities Agreement, the terms of the Facilities Agreement shall prevail
- 2 Covenant to Pay**
- 2 1 The Chargor covenants that it will on demand in writing made to it pay or discharge the Secured Liabilities when the same are due for payment or discharge (whether by acceleration or otherwise) provided that the Chargor's liability under this deed shall be limited to the Chargor's interest in the Charged Assets and/or any proceeds of sale of the Chargor's interest in the Charged Assets
- 2 2 Nothing in Clause 2 1 shall
- 2 2 1 prevent the Lender demanding or taking action to recover either any Secured Liabilities from any party which has or holds any Charged Assets or any other monies owing under a guarantee, indemnity or undertaking given by that party,
- 2 2 2 operate to release, prejudicially affect or discharge any obligation of any person who has given any security or guarantee in respect of, or otherwise provided security for, any Secured Liabilities,
- 2 2 3 affect or limit the liability of the Chargor, or release or discharge the Chargor from liability, in respect of, or prevent the Lender from taking any action or commencing any proceedings against the Chargor in respect of

- 2 2 3 1 any representation or warranty made or regarded as made under the this Deed by the Chargor that is or becomes false, misleading or incorrect,
- 2 2 3 2 any fraudulent act by the Chargor or its officers, agents or employees,
- 2 2 3 3 affect or limit the liability of any person (other than the Chargor) under or in respect of this Deed, or
- 2 2 3 4 affect any right of the Lender to seek equitable relief through court proceedings including an order for specific performance or an injunction

2 3 If the Chargor fails to pay any amount under this Share Charge when it is due then such amount shall bear interest (after as well as before judgement and payable on demand) at the Default Rate from time to time from the due date until the date such amount is paid in full to the Lender

3 Charge

The Chargor with full title guarantee and as security for the payment and discharge of all the Secured Liabilities hereby charges in favour of the Lender by way of first fixed charge its whole right, title, interest and benefit in and to the Charged Assets

4 Deposit

4 1 The Chargor shall immediately on its execution of this Share Charge deliver to the Lender

- 4 1 1 a signed stock transfer form in respect of the Shares in favour of the Lender or, at the Lender's direction, its nominee,
- 4 1 2 all share certificates and other documents of title in respect of the Shares, and
- 4 1 3 any other document requested by the Lender in respect of the Shares,

in each case in order for the Lender to perfect its title to the Shares or for vesting or enabling it to vest the Shares in itself (or a nominee) or in any purchaser to the intent that the Lender may at any time without notice present them for registration

4 2 To the extent that the Charged Assets constitute Financial Collateral, the Chargor agrees that the Charged Assets shall be held or redesignated so as to be under the control of the Lender for all purposes of the Financial Collateral Regulations

5 Representations and warranties

5 1 The Chargor represents and warrants to the Lender that

- 5 1 1 it is the sole legal and beneficial owner of and has full right and title to the Shares (comprising one hundred per cent (100%) of the issued share capital of the Company carrying the right to vote),

- 5 1 2 there are no restrictions on the sale or transfer of all or any of the Shares under the articles of association of the Company or otherwise,
 - 5 1 3 the Shares are fully paid up and validly allotted,
 - 5 1 4 the Charged Assets are not subject to any Security Interest,
 - 5 1 5 it has not sold, transferred, assigned, pledged, charged or otherwise disposed of or encumbered or agreed to sell, transfer, assign, pledge, charge or dispose of or otherwise encumber, including by way of trust agreement, declaration of trust or trust arising by operation of law all or any of its right, title and interest in and to all or any part of the Charged Assets to anyone other than the Lender,
 - 5 1 6 it has the necessary power and authority to enter into and perform its obligations under this Share Charge,
 - 5 1 7 this Share Charge constitutes its legal, valid, binding and enforceable obligations and constitutes a first fixed charge over the Shares in accordance with its terms, and
 - 5 1 8 this Share Charge does not conflict with or result in a breach or constitute a default under any agreement, instrument or obligation to which the Chargor is a party or by which they are bound
- 5 2 The representations and warranties in Clause 5 1 shall be deemed to be repeated by the Chargor on and as of each day from the date of this Share Charge until all the Secured Liabilities have been repaid and discharged in full as if made with reference to the facts and circumstances existing on each such day
- 6 Future acquisition/allotment of Shares**
- 6 1 The Chargor hereby covenants with the Lender that if at any time during the continuance of this Share Charge it acquires any further shares in the share capital of the Company (the "**Further Shares**") including, without limitation, pursuant to a Permitted Equity Investment (as defined in the Facilities Agreement) after the date of this Share Charge it will, promptly upon acquiring any interest in such Further Shares, notify the Lender All such Further Shares shall stand charged in favour of the Lender by way of first fixed charge
 - 6 2 The Chargor covenants with the Lender that it shall forthwith upon its acquisition of any Further Shares enter into an additional share charge in respect of such Further Shares in substantially the form of this Share Charge and such other documents as the Lender may require in respect of them and shall forthwith upon its acquisition of any Further Shares deliver to the Lender each of the documents referred to in Clause 4 1
- 7 Undertakings**
- 7 1 The Chargor hereby undertakes with the Lender that it shall

- 7 1 1 duly and promptly pay all calls, instalments and other monies which may from time to time become due in respect of any of the Charged Assets, it being acknowledged by the Chargor that the Lender shall not in any circumstances incur any liability whatsoever in respect of any such calls, instalments or other monies,
- 7 1 2 comply in all respects with the memorandum and articles of association of the Company,
- 7 1 3 if and when directed by the Lender, grant in its favour (or as the Lender shall direct) such fixed or specific security or charge or assignment over all or any of the Charged Assets as the Lender may require,
- 7 1 4 promptly notify the Lender of the allotment or issue of any shares in the capital of the Company to any person after the date of this Charge,
- 7 1 5 promptly upon request by the Lender deposit all deeds, documents of title and certificates relating to the Charged Assets or any part of them with the Lender
- 7 1 6 not (without the prior written consent of the Lender or as otherwise permitted by the Facilities Agreement) -
 - 7 1 6 1 create or permit to subsist any Security Interest (other than in favour of the Lender) on or over the Charged Assets or any part thereof or interest therein,
 - 7 1 6 2 sell, transfer or otherwise dispose of the Charged Assets or any part thereof or interest therein or attempt or agree so to do,
 - 7 1 6 3 permit the Company to cancel, increase, create or issue or agree to issue or put under option or agree to put under option any share capital or obligation now or hereafter convertible into or exchangeable for share capital of the Company of any class or call any uncalled capital,
 - 7 1 6 4 permit the Company to make any alteration to, grant any rights in relation to or otherwise re-organise or redeem or purchase or reduce the share capital or reserves of the Company in any way or enter into any composition or arrangement with its creditors or any class of creditors of the Company,
 - 7 1 6 5 permit any person to be registered as the holder of all or any of the Shares (other than the Lender or its nominee),
 - 7 1 6 6 permit any the Company to permit any person other than the Chargor or the Lender or its nominee to be registered as holders of the Charged Assets or any part thereof,

7 1 6 7 exercise (or purport to exercise) any voting rights in respect of the Shares in any way which may have an adverse effect on the value of the Charged Assets (or any of them) or the ability of the Lender to enforce this Share Charge, including the amendment of the articles of association of the Company, and

7 1 6 8 do or cause or, in so far as the Chargor has rights in that regard, permit to be done anything which may reasonably be expected to in any way depreciate or jeopardise the value of any of the Charged Assets

8 Dividends and voting rights

8 1 Subject to the terms of Clause 8 2, the Chargor shall be entitled

8 1 1 to receive all dividends declared, paid or payable in respect of the Shares, and

8 1 2 to exercise all voting rights in respect of the Shares (provided that such voting rights shall not be exercised in a manner which would or might derogate from the security created by or pursuant to this Share Charge or conflict with any provision of the Facilities Agreement) and the Lender and any nominee of the Lender in whose name the Shares are registered shall execute a form of proxy and any other document as may reasonably be required by the Chargor to do so

8 2 Upon the security created by or pursuant to this Share Charge becoming enforceable

8 2 1 all dividends and distributions declared and any interest and other payments payable, paid or made in respect of the Shares shall be paid or made to and retained by the Lender as though they were proceeds of sale and may be applied by the Lender in accordance with Clause 12, and

8 2 2 all voting rights in respect of the Shares shall be exercised by the Lender or its nominee in such a manner as it shall in its discretion consider appropriate

9 Enforcement

The security created by or pursuant to this Share Charge shall become enforceable at any time upon and at any time after the Lender notifies the Chargor in writing of the occurrence of any Event of Default which is continuing

10 Powers on enforcement

10 1 At any time after this Share Charge has become enforceable, the Lender may in its absolute discretion enforce all or any part of the security created by this Share Charge as it sees fit and, in particular but without limitation, may exercise all or any of the powers conferred on mortgagees by the Act and all or any of the powers and discretions conferred by this Share Charge

- 10 2 At any time after this Share Charge has become enforceable (or if requested by the Chargor), the Lender may by writing under hand signed by any officer of the Lender appoint any person (or persons) to be a Receiver of all or any part of the Charged Assets
- 10 3 Section 103 of the Act will not apply to this Share Charge and the Lender may exercise its power of sale and other powers under that or any other Act or this Share Charge at any time after the date of this Share Charge
- 10 4 Section 93 of the Act will not apply to this Share Charge
- 10 5 At any time after this Share Charge has become enforceable the Lender shall be and is entitled (but not obliged) to exercise all and/or any rights and powers in relation to all or any of the Charged Assets which could have been exercised by the Chargor including -
- 10 5 1 power to sell or otherwise dispose of all or any of the Charged Assets,
- 10 5 2 power to receive all or any money payable in respect of or in connection with all or any of the Charged Assets,
- 10 5 3 power to negotiate, compromise and/or agree any dispute arising out of all or any of the Charged Assets
- 10 6 The Lender may exercise all or any of the powers referred to in this Share Charge in such manner and to such extent as the Lender considers appropriate (in its sole discretion) and in particular (but without limitation to the generality of the foregoing) shall not be under any duty to maximise the proceeds arising from the Charged Assets
- 10 7 Neither the Lender nor any Receiver shall be liable to account to the Chargor as mortgagee in possession in respect of all or any of the Charged Assets and shall not be liable to the Chargor for any loss or damage arising from the exercise by the Lender or any Receiver of all or any of the powers conferred by this Share Charge or the Act
- 10 8 At any time after this Share Charge becomes enforceable, the Lender may redeem any prior mortgage, charge or encumbrance in respect of all or any of the Charged Assets or procure the transfer of them to itself and may settle the accounts of the prior mortgagee, chargee or encumbrancer and any accounts so settled will be, in the absence of manifest error, conclusive and binding on the Chargor. All money paid by the Lender to the mortgagee, chargee or encumbrancer in accordance with such accounts shall form part of the Secured Liabilities
- 11 Receiver**
- 11 1 The Receiver shall be deemed to be the agent of the Chargor for all purposes and the Chargor shall be solely responsible for his acts, defaults and remuneration
- 11 2 The Lender may by writing under hand remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in his place

- 11 3 Each Receiver may (if there is more than one Receiver holding office at the same time) exercise all the powers conferred on a Receiver under this Share Charge individually and to the exclusion of any other Receiver (subject only to the terms of the appointment of such Receiver)
- 11 4 The Receiver shall have and be entitled to exercise all powers conferred on a Receiver by law (including all the rights, powers and discretions conferred on a receiver under the Act and a receiver or administrative receiver under the Insolvency Act 1986) and, in particular, by way of addition to but without hereby limiting any general powers referred to in this Share Charge (and without prejudice to the powers of the Lender), the Receiver shall have power in the name of the Chargor or otherwise to do the following -
- 11 4 1 to take possession of, collect and get in or realise all or any of the Charged Assets,
 - 11 4 2 to carry on the business of the Chargor in any manner as he shall think fit,
 - 11 4 3 to take, enforce, defend or abandon any actions, suit or proceedings in relation to all or any of the Charged Assets (in the name of the Chargor or otherwise) as he thinks fit,
 - 11 4 4 to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating in any way to all or any of the Charged Assets,
 - 11 4 5 to raise or borrow any money (whether unsecured or on the security of the Charged Assets) and generally on such terms and for whatever purpose he thinks fit,
 - 11 4 6 to give valid receipts for all money and execute all assurances and things which may be proper or desirable for realising the Charged Assets,
 - 11 4 7 to make any arrangement or compromise or pay any compensation or incur any obligation or enter into any contracts which the Receiver shall think expedient in the interests of the Lender;
 - 11 4 8 to form a subsidiary of the Chargor and transfer to that subsidiary all or any of the Charged Assets,
 - 11 4 9 to delegate all or any of his powers in accordance with this Charge,
 - 11 4 10 to do all such other acts and things which he may consider desirable or necessary for realising the Charged Assets or to be incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Charge or by law, to exercise in relation to the Charged Assets all powers and authorities as he would be capable of exercising if he were the absolute beneficial owner of the Charged Assets and to use the name of the Chargor for any of such purposes
- 11 5 The Lender may from time to time fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the Act will not apply

- 11 6 Any right, power or discretion conferred by this Share Charge (expressly or impliedly) or by law on a Receiver may, after this Share Charge becomes enforceable, be exercised by the Lender notwithstanding any prior appointment of a Receiver

12 Application of enforcement proceeds

- 12 1 All monies received by the Lender under or by virtue of this Share Charge following enforcement of this Share Charge shall be applied in the following order-

12 1 1 first, in or towards payments of all costs, charges and expenses incurred by the Lender and/or the Receiver in connection with the enforcement of this Share Charge, including the remuneration of the Receiver;

12 1 2 secondly, in or towards satisfaction of the Secured Liabilities in accordance with the Facilities Agreement, and

12 1 3 thirdly, any surplus shall be paid to the Chargor or any other person entitled thereto

- 12 2 Nothing contained in this Share Charge shall limit the right of the Lender (and the Chargor acknowledges that the Lender is so entitled) if and for so long as the Lender, in its discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of this Share Charge into a suspense account without any obligation to apply the same or any part thereof in or towards discharge of any of the Secured Liabilities

- 12 3 Any amount received under this Share Charge by the Lender in a currency other than that in which the Secured Liabilities are denominated and payable shall be converted by the Lender into the relevant currency at a market rate of exchange from time to time

13 Protection of security

- 13 1 The security created by or pursuant to this Share Charge shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and shall not be considered satisfied by an intermediate repayment or satisfaction of part only of the Secured Liabilities and shall continue in full force and effect until total and irrevocable satisfaction of all the Secured Liabilities

- 13 2 The security created by or pursuant to this Share Charge shall be in addition to and shall not in any way prejudice or be prejudiced by any collateral or other security, right or remedy which the Lender may now or at any time hereafter hold for all or any part of the Secured Liabilities

- 13 3 No failure on the part of the Lender to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Share Charge or any other document relating to, creating or securing all or any part of the Secured Liabilities will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided

in this Share Charge and any such other document are cumulative and not exclusive of any right or remedies provided by law

- 13 4 If the Lender receives or is deemed to be affected by notice, whether actual or constructive, of any subsequent security or other interest affecting any part of the Charged Assets and/or the proceeds of sales thereof, the Lender may open a new account or accounts with the Chargor. If the Lender does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time all payments made to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount for which this Share Charge is security

- 13 5 The obligations of the Chargor under this Share Charge will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Share Charge (whether or not known to it or the Lender). This includes

13 5 1 any time or waiver granted to, or composition with, any person,

13 5 2 any release of any person under the terms of any composition or arrangement,

13 5 3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of any person,

13 5 4 any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security,

13 5 5 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person,

13 5 6 any amendment of the Facilities Agreement or any other document or security,

13 5 7 any unenforceability, illegality, invalidity or non-provability of any obligation of any person under the Facilities Agreement or any other document or security, or

13 5 8 any insolvency or similar proceedings

- 13 6 The Lender shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Share Charge or by law, to -

13 6 1 take any action or obtain judgement or decree in any court against the Chargor; or

13 6 2 make or file any claim to rank in a winding-up or liquidation of the Chargor; or

13 6 3 enforce or seek to enforce any other security taken, or exercise any right or plea available to the Lender, in respect of any of the Chargor's obligations to the Lender

- 13 7 Save to the extent expressly provided to the contrary in this Share Charge, a third party (being any person other than the Lender, the Chargor and their permitted successors and assigns) may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 and no consent of any third party is required for any amendment, variation or termination of this Share Charge

14 Further assurance

The Chargor shall execute and deliver any further instruments and documents and do all such assurances, acts and things as the Lender or any Receiver may require for perfecting or protecting the security created by or pursuant to this Share Charge over the Charged Assets or for facilitating the realisation of such assets and the exercise of all powers, authorities and discretions conferred on the Lender or any Receiver by this Share Charge and shall in particular (but without limitation) promptly after being requested to do so by the Lender or any Receiver give all notices orders and directions which the Lender or any Receiver may think expedient for the purposes specified in this Clause

15 Power of attorney

- 15 1 The Chargor hereby irrevocably and by way of security appoints the Lender and any Receiver as the attorney of the Chargor, for it and in its name and on its behalf and as its act and deed or otherwise to create or constitute, or to make any alteration or addition or deletion in or to, any documents which the Lender may require for perfecting or protecting the title of the Lender to the Charged Assets or for vesting any of the Charged Assets in the Lender or its nominees or any purchaser and to re-deliver the same thereafter and otherwise generally to sign, seal and deliver and perfect any fixed security, floating charge, transfer, disposition, assignment, security and/or assurance or any writing, assurance, document or act over or in respect of the Charged Assets which may be required or may be deemed proper by the Lender on or in connection with any sale, lease, disposition, transfer, realisation, getting in or other enforcement by the Lender of all or any of the Charged Assets

- 15 2 The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in Clause 15 1

16 Expenses

- 16 1 The Chargor binds and obliges itself for the whole expenses of completing and enforcing the security granted by this Share Charge and the expenses of any discharge thereof

- 16 2 All costs, charges and expenses incurred and all payments made by the Lender under this Share Charge in the lawful exercise of the powers conferred by this Share Charge, whether or not occasioned by any act, neglect or default of the Chargor, shall carry interest from the date of the same being incurred or becoming payable at the Default Rate The amount of all such costs, charges, expenses and payments and all interest thereon and all remuneration payable under this Share Charge shall be payable by the Chargor on demand and shall be a Secured Liability

17 Indemnity

The Lender, any Receiver and every attorney, manager, agent or other person appointed by the Lender or any Receiver in connection with this Share Charge shall be entitled to be indemnified out of the Charged Assets in respect of all liabilities and expenses incurred by it in the execution or purported execution of any of the powers, authorities or discretions vested in it pursuant to this Share Charge and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Assets and the Lender, any Receiver or any such other person may retain and pay all sums in respect of the same out of any monies received under the powers conferred by this Share Charge

18 Avoidance of payments

Any amount which has been paid by the Chargor to the Lender and which is, in the opinion of the Lender, capable of being reduced or restored or otherwise avoided, in whole or in part, in the liquidation or administration of the Chargor shall not be regarded as having been irrevocably paid for the purposes of this Share Charge

19 Third Parties

No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Lender or any Receiver to exercise any of the powers hereby conferred has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such power

20 Compensation

Following an Event of Default which is continuing the Lender may without notice to the Chargor combine, consolidate or merge all or any of the Chargor's accounts with, and liabilities which are due but unpaid to, the Lender and may set off or transfer any sum standing to the credit of any such accounts in or towards satisfaction of any of the Secured Liabilities which are due to the Lender but unpaid, and may do so notwithstanding that the balances on such accounts and the liabilities may not be expressed in the same currency and the Lender is hereby authorised to effect any necessary conversions at the Lender's own rate of exchange then prevailing

21 Merger, etc.

This Share Charge shall remain in effect and binding on the Chargor notwithstanding any amalgamation or merger that may be effected by the Lender with any other corporation or company or any change in the name of the Lender and notwithstanding any reconstruction of the Lender involving the formation of and transfer of the whole or any part of the Lender's undertaking and assets to a new company, and notwithstanding the sale or transfer of all or any part of the Lender's undertaking and assets to another company (whether the company with which the Lender amalgamates or merges or the company to which the Lender transfers all or any part of its undertaking and assets either on a reconstruction or sale or transfer as aforesaid shall or shall not

differ from the Lender in its objects character or constitution), it being the Chargor's intent that the security hereby created and the provisions herein contained shall remain valid and effectual in all respects in favour of the Lender and that the benefit thereof and all rights conferred upon the Lender thereby may be assigned to and enforced by any such assignee, and proceeded on in the same manner, to all intents and purposes, as if such assignee had been named herein instead of or in addition to the Lender

22 Further provisions

22 1 Any certificate by the Lender as to the amount of the Secured Liabilities or any part thereof shall be conclusive and binding upon the Chargor if signed by an officer of the Lender, save in the case of any manifest error

22 2 Each of the provisions of this Share Charge is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable with respect to the Chargor the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby

22 3 The Chargor agrees to be bound by this Share Charge notwithstanding that the security hereby created may be determined or may be or become invalid or enforceable against the Chargor whether or not the deficiency is known to the Lender

23 Finance Documents

In accordance with the Facilities Agreement the Company and the Lender designate this Share Charge as a Finance Document (as defined in the Facilities Agreement)

24 Counterparts

This Share Charge may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument

25 Execution

It is intended by the Chargor and the Lender that this Deed shall take effect as a deed notwithstanding the fact that a party may only execute this document under hand

26 Governing law

This Share Charge is governed by English law

27 Enforcement

27 1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Share Charge (including a dispute regarding the existence, validity or termination of this Share Charge) (a "Dispute")

- 27.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary
- 27.3 This Subclause is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

This Share Charge has been executed and delivered as a deed and shall take effect on the day and year stated at the beginning of this deed.

THE SCHEDULE

Company	Number of Shares	Nominal Value of each Share	Description
REG GOONHILLY LIMITED	1,000	£1	Ordinary

SIGNATORIES

Executed as a deed by
BlackRock Renewables UK Limited

signature of
authorised signatory/witness

CHARLIE LEID

full name of above (print)

address of witness

signature of
authorised signatory/attorney

PETER RAFFERTY

full name of above (print)

6 SEPTEMBER 2013

date of signing

LONDON

place of signing

Executed on behalf of The Co-operative Bank p.l.c
by its authorised signatory or its duly appointed attorney in the presence of

signature of
authorised signatory/witness

full name of above (print)

address of witness

signature of
authorised signatory/attorney

full name of above (print)

date of signing

place of signing

10/1

SIGNATORIES

Executed as a deed by
BlackRock Renewables UK Limited

signature of authorised signatory/witness	signature of authorised signatory/attorney
full name of above (print)	full name of above (print)
	date of signing
address of witness	place of signing

Executed on behalf of The Co-operative Bank p l c.
by its authorised signatory or its duly appointed attorney in the presence of

signature of authorised signatory/witness <i>S. Knowles</i>	signature authorised signatory/attorney <i>JAMES STURGE</i>
full name of above (print)	full name of above (print)
	date of signing
address of witness	place of signing