

123634/13

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge



A fee is payable with this form

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland

☐ **What this form is NOT for**
You cannot use this form to particulars of a charge for a company. To do this, please form MG01s

THURSDAY



A06 *A1JCLWCO* 11/10/2012 #106
COMPANIES HOUSE

1 Company details		3 <small>For official use</small> Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company number	0 3 4 0 4 6 3 9	
Company name in full	REG SANCTON HILL LIMITED, having its registered office at Unit 2, Station View, Guildford, Surrey GU1 4JY (the "Chargor")	
2 Date of creation of charge		
Date of creation	d 0 2 m 1 0 y 2 0 y 1 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	Legal charge dated 2 October 2012 between the Chargor and the Security Agent (as defined below) (the "Charge")	
4 Amount secured		
Please give us details of the amount secured by the mortgage or charge		
Amount secured	Please see continuation page entitled 'Amount Secured'	
		Continuation page Please use a continuation page if you need to enter more details

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name The Co-operative Bank plc (00990937), as security agent and
Address trustee for itself and each of the other Secured Parties, P O Box
101, 1 Balloon Street, Manchester M60 4EP (the "Security Agent")

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

Continuation page


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

Short particulars

Please see continuation page entitled 'Short Particulars of all the Property Charged'

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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 <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <small>Signature</small>  </div> This form must be signed by a person with an interest in the registration of the charge.	

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name JARC GXH 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 ED10

Telephone 0131 228 3777



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>The Chargor, as primary obligor and not merely as surety, covenanted to the Security Agent for itself and as security trustee for each of the Secured 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>If the Chargor fails to pay any amount under the 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 Security Agent</p> <p>Capitalised terms appearing in this Form MG01 and continuation pages and not defined shall have the meaning ascribed thereto under the heading "DEFINED TERMS" on the continuation page entitled "Short particulars of all the property charged"</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 The Chargor with full title guarantee charges to the Security Agent for itself and as security trustee for each of the Secured Parties as a continuing security for the payment or discharge of the Secured Liabilities by way of first fixed charge the Secured Asset</p> <p>2 NEGATIVE PLEDGE</p> <p>2 1 Until the Secured Liabilities have been irrevocably and unconditionally repaid and discharged in full, the Chargor shall not, without the prior consent in writing of the Security Agent or otherwise permitted by Clause 20 11 (Negative Pledge) of the Facilities Agreement, create or attempt to create or permit to subsist any Encumbrance in, over or in any way affecting any of the Secured Asset</p> <p>2 2 The Chargor has undertaken that it will not without the prior consent in writing of the Security Agent or as otherwise expressly permitted by the Facilities Agreement sell, assign, transfer, discount, factor, pledge, lease, charge or otherwise dispose of the Secured Asset</p> <p>2 3 The Chargor has undertaken with the Security Agent that, for the duration of the Charge, the Chargor will not do, or cause or permit to be done, anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Security Agent of the security created by the Charge</p> <p>3 FURTHER ASSURANCES</p> <p>3 1 The Chargor shall, at its own expense, take whatever action the Security Agent requires for</p> <p>3 1 1 creating, perfecting or protecting any security intended to be created by or pursuant to the Charge,</p> <p>3 1 2 facilitating the realisation of the Secured Asset,</p> <p>3 1 3 facilitating the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of the Secured Asset, or</p>	

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

3 2 The action the Security Agent may require pursuant to Clause 13 of the Charge (narrated in the above paragraphs under the heading 'FURTHER ASSURANCES' in these form MG01 continuation pages) includes

3 2 1 the re-execution of the Charge,

3 2 2 the execution of any legal mortgage, charge, standard security, transfer, conveyance, assignment, assignation or assurance or other fixed security of any property, whether to the Security Agent or to its nominee, and

3 2 3 the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient

DEFINED TERMS

In this form MG01 and continuation pages the following terms shall have the following meanings

"Account Bank" means the Co-operative Bank plc,

"Agent" means the Co-operative Bank plc as agent for the other Finance Parties,

"Assigned Agreements" means the agreements detailed at Schedule 1 of the Charge

"Balance of Plant Agreement" means an agreement dated 17 November 2011 between the Chargor and the Balance of Plant Contractor,

"Balance of Plant Contractor" means Jones Bros Ruthin (Civil Engineering) Co Limited incorporated in England and Wales with registered number 00983459,

"Balance of Plant Direct Agreement" means a step-in agreement dated on or about the date of the Facilities Agreement between the Chargor, the Agent, the Security Agent and the Balance of Plant Contractor,

"Borrower" means the Chargor,

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p>Please give the short particulars of the property mortgaged or charged</p> <p>"Borrower Assignment" means the deed of assignment of contract rights and insurances entered into or to be entered into by the Borrower 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 Borrower and the Security Agent in a form approved by the Agent,</p> <p>"CDM Coordinator Appointment" means the appointment between Ward Williams Holdings Limited, trading as Ward Williams Associates, and the Chargor dated 3 November 2010,</p> <p>"Compliance Certificate" means the compliance certificate to be provided by the Chargor in accordance with Clause 20 3 2 of the Facilities Agreement, the form of which is set out in Schedule 9 of the Facility Agreement,</p> <p>"Cross Guarantee" means the cross guarantee granted or to be granted between the Chargor, each of the Guarantors and the Security Agent in form and substance satisfactory to the Agent,</p> <p>"Default Rate" means the rate calculated in accordance with Clause 10 4 (Default Interest) of the Facilities Agreement</p> <p>"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 the Charge</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, 	

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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>(f) the PPA Direct Agreement, and</p> <p>(g) the Operations Direct Agreement,</p> <p>"Electricals Contract" means an agreement dated 20 October 2011 between the Chargor and the Electricals Contractor,</p> <p>"Electricals Contractor" means Smith Brothers (Contracting) Limited, incorporated in England and Wales with 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 Chargor, 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 security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same, or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re acquired or acquired by the person selling or disposing of it,</p> <p>"Facilities Agreement" means the facilities agreement entered into between the Chargor and the Security Agent and dated on or around the date of the Charge</p> <p>"Finance Documents" mean</p> <ul style="list-style-type: none"> (a) the Facility Agreement, (b) the Cross Guarantee, (c) the Security Documents, (d) the Direct Agreements, (e) the Intercreditor Deed, (f) the Hedging Agreements, 	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="331 454 1005 488">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="464 510 1436 582">(g) the notice of charge and assignment (or intimations as the case may be) given pursuant to or as contemplated by the Security Documents,</p> <p data-bbox="464 622 786 656">(h) any Notice of Drawdown,</p> <p data-bbox="464 696 807 730">(i) any Compliance Certificate,</p> <p data-bbox="464 770 671 804">(j) the Fee Letters,</p> <p data-bbox="464 844 813 878">(k) the Lender Warranties, and</p> <p data-bbox="464 918 1436 1025">(l) 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 Chargor</p> <p data-bbox="365 1066 1436 1137">"Finance Party" means the Agent, the Security Agent, the Lenders, the Overdraft Bank, the Hedge Counterparties and the Account Bank,</p> <p data-bbox="365 1178 1407 1294">"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 Lenders and REG South Sharpley Limited (registered number 07472494),</p> <p data-bbox="365 1335 1415 1529">"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 Chargor from time to time</p> <p data-bbox="365 1570 1422 1686">"Hedging Agreement" means any master agreement, confirmation, transaction, schedule or other agreement entered into or to be entered into by the Chargor for the purpose of hedging interest payable under the Facilities Agreement</p> <p data-bbox="365 1727 1391 1843">"Hedge Counterparties" means any Original Hedge Counterparty and any other person which has become a Hedge Counterparty in accordance with Clause 25.8 (Changes to the Lenders and Hedge Counterparties) of the Facilities Agreement,</p> <p data-bbox="365 1883 1410 1955">"Intercreditor Deed" means an agreement on or about the date of the Facilities Agreement between the Chargor, the Shareholder and the Finance Parties,</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p>Please give the short particulars of the property mortgaged or charged</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> <p>"Lease" means the lease of the land at Sancton Hill Farm, Beverley Lane, Sancton, York between the Landlord and the Chargor dated on or about the date of the Facilities Agreement,</p> <p>"Legal Charge" means the legal charge entered into or to be entered into by the Chargor in favour of the Security Agent in respect of the Chargor's interest under the Lease in a form approved by the Agent,</p> <p>"Lender" means</p> <ul style="list-style-type: none"> (a) any Original Lender, and (b) any other person which has become a Lender in accordance with Clause 25 (Changes to the Lenders and Hedge Counterparties) of the Facilities Agreement, <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> <ul 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 of the Facilities Agreement,</p> <p>"Operations Contractor" means REGW,</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>"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 Chargor,</p> <p>"Original Hedge Counterparty" means the Co-operative Bank plc,</p> <p>"Original Lenders" means the Co-operative Bank plc,</p> <p>"Overdraft Bank" means the Co-operative Bank plc,</p> <p>"Overdraft Facility" means the overdraft facility in an amount not exceeding £150,000 available to be drawn by the Chargor 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 Chargor dated on or about the date of the Facilities 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 Chargor,</p> <p>"PPA Counterparty" means (a) in respect of the PPA, 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 and (b) in respect of any further ROC PPAs entered into by the Chargor in accordance with the Facilities Agreement from time to time the PPA counterparties to such ROC PPAs,</p> <p>"PPA Direct Agreement" means a step in agreement between the Agent, the Security Agent, the PPA Counterparty and the Chargor dated on or about the date of the Facilities Agreement,</p> <p>"REGW" means REG Windpower Limited, a company incorporated in England and Wales with registered number 2431173 and having its registered office at Unit 2, Station View, Guildford, Surrey GU1 4JY,</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>"Receiver" means an administrative receiver, a receiver and manager or a receiver, in each case, appointed under the Charge,</p> <p>"Secured Asset" means the Oversail Agreement,</p> <p>"Secured Liabilities" means the present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to any Secured Party under each Finance Document,</p> <p>"Secured Party" means a Finance Party, a Receiver and any Delegate, and</p> <p>"Security Documents" means</p> <ul style="list-style-type: none"> (a) each Share Charge, (b) the Charge, (c) the Legal 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 Chargor or any other person to secure the Chargor'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 Chargor and "Share Charge" means any of them,</p>

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Particulars of a mortgage or charge

<p>6</p>	<p>Short particulars of all the property mortgaged or charged</p> <p>Please give the short particulars of the property mortgaged or charged</p>
<p>Short particulars</p>	<p>"Shareholder" means REG Tranche 3 Holdings Limited, a company incorporated in England and Wales with 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 Chargor,</p> <p>"Term Facility" means the term loan facility in an aggregate amount not exceeding £9,732,000 available to be drawn by the Chargor as Term Loans on the terms, and subject to the conditions of, the Facilities Agreement,</p> <p>"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,</p> <p>"Turbine Supplier" means Vestas-Celtic Wind Technology Limited, incorporated in Scotland with registered number SC216807, and</p> <p>"Turbine Supply Direct Agreement" means a step in agreement between the Agent, the Security Agent, the Turbine Supplier and the Chargor dated on or about the date of the Facilities Agreement</p> <p>Capitalised terms appearing in this Form MG01 and continuation pages and not defined shall have the meaning ascribed thereto in the Facilities Agreement (as applicable)</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3404639
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 2
OCTOBER 2012 AND CREATED BY REG SANCTON HILL
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO ANY SECURED 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 11 OCTOBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 OCTOBER
2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES