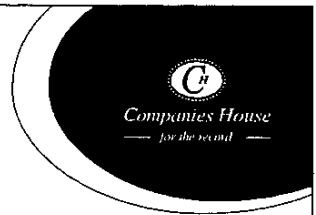


MG01

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**
You cannot use this form to
register particulars of a charge for
a company. To do this, please
use form MG01s

THURSDAY



A06 11/10/2012 #118
COMPANIES HOUSE

1 Company details

Company number 03404639

Company name in full REG SANCTON HILL LIMITED (the "Assignor")

5 For official use

→ **Filling 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 02/10/2012

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 2
October 2012 (the "Assignment")

4 Amount secured

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

Amount secured 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)

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"

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 as security trustee for itself and each of the other Secured Parties (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"	
	Continuation page Please use a continuation page if you need to enter more details	

MG01

Particulars of a mortgage or charge

<p>7</p>	<p>Particulars as to commission, allowance or discount (if any)</p> <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"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <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>Commission allowance or discount</p>	<p>N/A</p>	
<p>8</p>	<p>Delivery of instrument</p> <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>	
<p>9</p>	<p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X  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 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

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

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 all of the Assignor's rights, title, interest and benefit from time to time in, to and under the following (together the "Assigned Rights")</p>	
	<p>1 1 1 the Insurances and any proceeds arising therefrom,</p>	
	<p>1 1 2 the Project Documents,</p>	
	<p>1 1 3 any agreements for the maintenance, repair, overhaul or servicing of the Project Facilities entered into by the Assignor from time to time,</p>	
	<p>1 1 4 all of the Assignor's rights in, to and under any and all policies and contracts of insurance taken out by the Assignor in respect of the Project Facilities from time to time, and</p>	
	<p>1 1 5 the benefit of all guarantees indemnities warranties negotiable instruments and securities taken by the Assignor in connection with or in respect of the Project Facilities, or any of the agreements referred to above,</p>	
	<p>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 Security Interests created or subsisting from time to time over all or any of the Assigned Rights</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

2.2 The Assignor shall not create, incur, assume or permit to subsist any Security Interest 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

3 Continuing security

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

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

DEFINITIONS

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

"Balance of Plant Agreement" means the balance of plant agreement entered into between the Assignor and the Balance of Plant Contractor dated 17 November 2011

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

"Balance of Plant Credit Support Document" means a parent company guarantee agreement dated on or about the date of the Facilities Agreement between the BoP Credit Support Provider and the Assignor in respect of the obligations of the Balance of Plant Contractor under the Balance of Plant Agreement, and any extension or replacement of such guarantee from time to time in accordance with the terms of the Facilities Agreement

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

"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

"Balance of Plant Performance Guarantee Bond" means the performance guarantee bond between the Balance of Plant Contractor, HCC International Insurance Company PLC and the Assignor dated on or about the date of the Facilities Agreement relating to the Balance of Plant Agreement

"BoP Credit Support Provider" means Jones Bros, Ruthin Co Limited, a company incorporated in England and Wales under the Companies Acts (registered number 00983339)

"Borrower" means the Assignor

"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

"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

"CDM Coordinator Appointment" means the appointment between Ward Williams Holdings Limited, trading as Ward Williams Associates and the Operations Contractor dated 3 November 2010 as novated to the Assignor in a deed of novation dated on or about the date of the Assignment

"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

"Connection Agreement" means the agreement consisting of the operating statement incorporating Terms and Conditions set out on The Energy Networks Association website issued from the Connection Counterparty to the Assignor regulating the connection and ongoing supply of electricity between the Project Facilities dated 27 March 2011

"Connection Counterparty" means Northern Powergrid (Yorkshire) PLC, a company incorporated in England and Wales under the Companies Acts (registered number 04112320),

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

"Consents" means all planning consents listed building consents, scheduled monument consents, conservation area consents and all consents, licences, permissions and approvals (whether statutory or otherwise) required in connection with the carrying out and completion of the Development and the use and occupation of any part of the Development or the entering into of any obligations undertaken by the Borrower pursuant to the Relevant Documents

"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

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent

"Development" means the design, construction, development, commissioning and operation of 5 turbines of 2 MW each on the Property together with related interconnection facilities

"Direct Agreements" means

- 1 the Turbine Supply Direct Agreement,
- 2 the Balance of Plant Direct Agreement,
- 3 the Electricals Direct Agreement,
- 4 each Lease Direct Agreement,
- 5 the Oversail Direct Agreement,
- 6 the PPA Direct Agreement, and
- 7 the Operations Direct Agreement

"Electricals Contract" means an agreement dated 20 October 2011 between the Assignor and the Electricals Contractor

"Electricals Contractor" means Smith Brothers (Contracting) Limited, a company incorporated in England and Wales under the Companies Acts (registered number 03738927)

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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

"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 Contactor

"Electricals Retention Bond" means the retention bond between HCC International Insurance Company PLC, the Electricals Contractor and the Assignor relating to the Electricals Contract dated 15 February 2012

"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

"Facilities" means the Term Facility and the Overdraft Facility

"Facilities Agreement" means the facilities agreement entered into between among others the Assignor and the Security Agent and dated on or about the date of the Assignment

"Finance Documents" means

- 1 the Facilities Agreement,
- 2 the Cross Guarantee,
- 3 the Security Documents,
- 4 the Direct Agreements,
- 5 the Intercreditor Deed,
- 6 the Hedging Agreements,
- 7 the notices of charge and assignment (or intimations as the case may be) given pursuant to or as contemplated by the Security Documents,
- 8 any Notice of Drawdown,
- 9 any Compliance Certificate,
- 10 the Fee Letters,

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>11 the Lender Warranties, and</p> <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 (inter alia) 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 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>"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>"Insurances" means</p> <ol style="list-style-type: none"> 1 the Operations all Risks insurance policy with Royal & Sun Alliance Insurance plc commencing 26 June 2012 with policy number X/XXXXXXXXXXXXXXXXX, 2 the Operations Liability insurance policy with Royal & Sun Alliance Insurance plc commencing 27 July 2012 with policy number XXXXXXXXXXXXXXXXXXXX, and 3 any new or substituted policies which replace the policies listed at 1 1 20 1 and 1 1 20 2 of the Assignment at any time (in whole or in part) 	

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

"Intercreditor Deed" means an agreement on or about the date of the Facilities Agreement between the Assignor, the Shareholder and the Finance Parties

"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

"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

"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

"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

"Lender" means

- 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) of the Facilities Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of the Facilities Agreement

"Lender Warranties" means the collateral warranty provided to the Agent and the Security Agent by

- 1 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,
- 2 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

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>3 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> <p>"Notice of Drawdown" means a notice substantially in the form set out in Schedule 3 to the Facilities Agreement</p> <p>"Operations Agreement" means the operations and management agreement entered into between the Assignor and the Operations Contractor dated on or about the date of the Assignment</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> <p>"Original Hedge Counterparty" means the Co-operative Bank plc</p> <p>"Original Lender" 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 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>	

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

"Oversall 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

"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

"PPA Credit Support Documentation" means a parent company guarantee agreement between the PPA Credit Support Provider and the Assignor in respect of the obligations of the PPA Counterparty under the PPA dated on or about the date of the Assignment

"PPA Credit Support Provider" means Statkraft AS incorporated in Norway and having its registered office at P O Box 200, Lilleaker, No-0216, Oslo

"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

"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

"Project Documents" means

- 1 the Balance of Plant Agreement,
- 2 the Balance of Plant Credit Support Document,
- 3 the Balance of Plant Performance Guarantee Bond
- 4 the CDM Coordinator Appointment,
- 5 the Connection Agreement,
- 6 the Electricals Contract,
- 7 the Electricals Retention Bond,

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>8 the Operations Agreement,</p> <p>9 the PPA,</p> <p>10 the PPA Credit Support Document,</p> <p>11 the Turbine Maintenance Agreement,</p> <p>12 the Turbine Maintenance Credit Support Document,</p> <p>13 the Turbine Supply Agreement, and</p> <p>14 the Turbine Supply Credit Support Document</p> <p>"Project Facilities" means</p> <p>1 the Property, and</p> <p>2 the Works whether completed or uncompleted</p> <p>"Property" means Sancton Hill Windfarm comprising land at Sancton Hill Farm, Beverley Lane, Sancton, York and including all the rights of the Assignor contained within the Oversail Agreement</p> <p>"Receiver" means any receiver or administrative receiver of the whole or any part of the Secured Assets</p> <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>"Relevant Documents" means the Finance Documents and the Project Documents</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>	

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

- 1 each Share Charge,
- 2 the Legal Charge,
- 3 the Oversail Charge,
- 4 the Borrower Debenture,
- 5 the Borrower Assignment,
- 6 the Cross Guarantee,
- 7 all agreements and other documents executed from time to time pursuant to any of the foregoing, and
- 8 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,

and each document delivered as a "Security Document" in any other Group Facilities Agreement

"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

"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

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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>"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 Credit Support Provider" means Vestas Northern Europe A/S, incorporated in Denmark and having its registered office at Hedeager 44, 8200, Arhus N Denmark</p> <p>"Turbine Maintenance Agreement" means the service and availability agreement entered into between the Assignor and the Turbine Supplier in relation to the maintenance of turbines dated 11 August 2011</p> <p>"Turbine Maintenance Credit Support Document" means the parent company guarantee from the Turbine Credit Support Provider in favour of the Assignor in respect of the obligations of the Turbine Supplier under the Turbine Maintenance Agreement dated 15 August 2011</p> <p>"Turbine Supplier" means Vestas-Celtic Wind Technology Ltd , a company incorporated in Scotland under the Companies Acts (registered number SC216807)</p> <p>"Turbine Supply Agreement" means the contract dated 11 August 2011 between the Assignor and the Turbine Supplier as amended by an amendment agreement dated 12 March 2012</p> <p>"Turbine Supply Credit Support Document" means the parent company guarantee from the Turbine Credit Support Provider in favour of the Assignor in respect of the obligations of the Turbine Supplier under the Turbine Supply Agreement dated 15 August 2011</p> <p>"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</p> <p>"Works" means the following development and construction works</p> <p>1 construction (including without limitation a grid connection in accordance with the Connection Agreement) of 5 2MW V80 turbine windfarm at the Property and all other works contemplated by the Balance of Plant Agreement, the Electricals Contract and the Turbine Supply Agreement, and</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>2 all works to be carried out under the Consents,</p> <p>and any other works which the Assignor and the Agent agree have constituted or should constitute part of the Works</p> <p>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)</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. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED 2
OCTOBER 2012 AND CREATED BY REG SANCTON HILL
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO THE CO-OPERATIVE BANK PLC
AS SECURITY TRUSTEE FOR ITSELF AND EACH OF THE OTHER
SECURED PARTIES (THE "SECURITY AGENT") 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