

MR01

Particulars of a charge

80982013
IRIS Laserform

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

You can use the WebFiling service to file this form online
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 there is no
instrument. Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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 scanned and placed on the public record

WEDNESDAY



S36FR5S0
SCT 23/04/2014 #17
COMPANIES HOUSE

1 Company details

Company number 0 7 3 5 9 6 3 5

Company name in full E-Gen Partners Limited (the "Chargor")

4 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 Charge creation date

Charge creation date d1 d4 m0 m4 y2 y0 y1 y4

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 Ingenious Resources Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ 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

ALL and WHOLE the tenant's interest in the lease of the subjects at Badentoul, Fordyce, Portsoy, registered in the Land Register of Scotland under title number BNF8528 together with (One) the whole buildings and erections thereon (Two) the fittings and fixtures therein and thereon (Three) the parts, privileges and pertinents thereof (Four) the whole rights common, mutual and exclusive effering thereto and (Five) the Chargor's whole right, title and interest, present and future, therein and thereto

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  X

for and on behalf of Burness Paul LLP

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

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Particulars of a charge



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 David Harris

Company name Burness Paull LLP

Address 120 Bothwell Street

Post town GLASGOW

County/Region

Postcode G 2 7 J L

Country

DX GW154 GLASGOW

Telephone 0141 248 4933



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: 7359635

Charge code: 0735 9635 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th April 2014 and created by E-GEN PARTNERS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd April 2014.

AX

Given at Companies House, Cardiff on 28th April 2014



Companies House



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

EXECUTION VERSION

~~Burness Paull~~

Certified a true copy

Edinburgh 14/4/14

Lucy M Macarney
for and on behalf of Burness Paull LLP

E-GEN PARTNERS LIMITED

as Chargor

and

INGENIOUS RESOURCES LIMITED

as Lender

STANDARD SECURITY

in respect of subjects at Badentoul, Fordyce, Portsoy

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INSTRUMENT

by

- (1) **E-GEN PARTNERS LIMITED**, a company incorporated under the Companies Acts with registered number 07359635 and having its registered office at White Hart House, High Street, Limpsfield, Surrey, RH8 0DT (the “**Chargor**”)

in favour of

- (2) **INGENIOUS RESOURCES LIMITED**, a company incorporated under the Companies Acts with registered number 05312742 and having its registered office at 15 Golden Square, London, W1F 9JG (the “**Lender**”)

CONSIDERING THAT:

- (A) By a facility agreement dated on or about the date of the Chargor’s execution of this Instrument (the “**Facility Agreement**”) between, inter alia, the Chargor and the Lender, the Lender has agreed to make available a term loan of up to £14,614,450 to the Chargor for the financing of the development of a portfolio of wind energy assets
- (B) The Chargor has agreed to enter into this Instrument for the purpose of providing security for the Liabilities to the Lender in relation to the Facility Agreement

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Instrument:

“**Currency of Account**” means the currency in which the relevant indebtedness is denominated or, if different, is payable,

“**Delegate**” means a delegate or sub-delegate appointed under Clause 10,

“**Enforcement Event**” means an Event of Default,

“**Liabilities**” means all present and future monies, debts and liabilities due, owing or incurred by the Chargor, to the Lender under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise), but excluding the Additional Structuring Fee,

“**Perfection Requirements**” means the making of the appropriate registrations of this Instrument with the Land Register of Scotland and the Registrar of Companies,

“Security” means a mortgage, standard security, charge, pledge, lien, assignment by way of security, assignation by way of security, retention of title provision, trust or flawed asset arrangement (for the purposes of, or which has the effect of, granting security) or other security securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect, and

“Security Subjects” means ALL and WHOLE the tenant’s interest in the lease of the subjects at Badentoul, Fordyce, Portsoy, registered in the Land Register of Scotland under title number BNF8528 together with (One) the whole buildings and erections thereon (Two) the fittings and fixtures therein and thereon (Three) the parts, privileges and pertinents thereof (Four) the whole rights common, mutual and exclusive effeiring thereto and (Five) the Chargor’s whole right, title and interest, present and future, therein and thereto

1 2 Construction

1.2 1 The principles of construction contained in clause 1 2 (Construction) of the Facility Agreement have the same application to this Instrument, except that references to the Facility Agreement shall be construed as references to this Instrument

1 2 2 Terms defined in the Facility Agreement shall, unless otherwise defined in this Instrument, have the same meaning when used in this Instrument.

1 3 Override

In the event of any conflict between the terms of this Instrument and the Facility Agreement, the terms of the Facility Agreement shall prevail

2 BOND

The Chargor undertakes to the Lender (as agent and trustee for the Finance Parties) that it shall pay its Liabilities when due in accordance with the terms of the Finance Documents or, if they do not specify a time for payment, immediately on demand by the Lender

3 PROPORTIONATE PAYMENT

Each sum appropriated by the Lender in accordance with the Finance Documents in or towards payment of a particular part of the Liabilities shall to the extent of that appropriation discharge the Chargor’s obligations in respect of that part of the Liabilities to the Lender

4 **CHARGE**

The Chargor hereby in security of the Liabilities grants a standard security in favour of the Lender over the Security Subjects

5 **STANDARD CONDITIONS**

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation thereof operative for the time being, shall apply and the Chargor agrees that the Standard Conditions shall be varied to the effect that wherever and to the extent that the Standard Conditions are inconsistent with the terms of the Facility Agreement or this Instrument, the terms of the Facility Agreement and this Instrument shall prevail and that to such extent the Standard Conditions shall be varied by the terms of the Facility Agreement and this Instrument

6 **RESTRICTIONS AND FURTHER ASSURANCE**

6 1 **Security**

The Chargor shall not create or permit to subsist any Security over the Security Subjects, nor do anything else prohibited by clause 25 4 (Negative pledge) of the Facility Agreement, except as permitted by that clause

6 2 **Disposal**

The Chargor shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of the Security Subjects except as permitted by clause 25 3 (Disposals) of the Facility Agreement

6 3 **Further assurance**

The Chargor shall promptly do whatever the Lender reasonably requires

6 3 1 to perfect or protect the Standard Security created by this Instrument or the priority of the Standard Security created by this Instrument, or

6 3 2 to facilitate the realisation of the Security Subjects or the exercise of any rights vested in the Lender,

including executing any transfer, conveyance, charge, assignation or assurance of the Security Subjects (whether to the Lender or its nominees or otherwise), making any registration and giving any notice, order or direction

7 UNDERTAKINGS

7.1 Perfection Requirements

The Chargor shall promptly comply with the Perfection Requirements

7.2 Access

The Chargor shall ensure that representatives of the Lender (with or without surveyors, workmen and others) are able at all reasonable times to view the condition of the Security Subjects

7.3 No other prejudicial conduct

The Chargor shall not do, or permit to be done, anything which could prejudice the standard security created by this Instrument

7.4 Documents

The Chargor shall deposit with the Lender, and the Lender shall be entitled to hold, all title deeds and documents relating to the Security Subjects

7.5 Compliance with obligations

The Chargor shall duly and punctually perform all obligations assumed or to be assumed by it in respect of any covenants, stipulations, conditions, licences, consents and any other statutory, regulatory or contractual obligations relating to the Security Subjects or their use, including those requiring payment of sums in respect of the Security Subjects

7.6 Leases

The Chargor shall

7.6.1 duly and punctually perform all obligations assumed or to be assumed by it, and take all steps necessary or desirable to protect, maintain, exercise and enforce its rights to procure the due performance of all obligations of all other persons of which it has the benefit, under any lease of the Security Subjects,

7.6.2 not exercise any power to determine or extend, or accept the surrender of, any lease in respect of the Security Subjects of which it is the lessor

7.7 Notices

The Chargor shall produce to the Lender within 5 days of receipt by it a copy of every material communication made in connection with the Security Subjects and comply with the reasonable instructions of the Lender in relation to any such communication

8 REPRESENTATIONS AND WARRANTIES

The Chargor makes the representations and warranties set out in clause 20 (Representations and warranties) of the Facility Agreement to the Lender on the date of its execution of this Instrument

9 ENFORCEMENT

Upon the occurrence of an Enforcement Event which is continuing and the Lender giving notice to the Chargor that this Instrument is enforceable the Chargor shall be held to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions

10 DELEGATION

The Lender may delegate in any manner to any person any rights exercisable by the Lender under any Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Lender thinks fit.

11 LIABILITY OF LENDER AND DELEGATES

11.1 Possession

If the Lender or any Delegate takes possession of the Security Subjects, it or he may at any time relinquish possession. Without prejudice to Clause 11.2 (Lender's liability), the Lender shall not be liable as a heritable creditor in possession by reason of viewing or repairing any of the present or future assets of the Chargor.

11.2 Lender's liability

Neither the Lender nor any Delegate shall (either by reason of taking possession of the Security Subjects or for any other reason and whether as heritable creditor in possession or otherwise) be liable to the Chargor or any other person for any costs, losses, liabilities or expenses relating to the realisation of any Security Subjects or from any act, default, omission or misconduct of the Lender, any Delegate or their respective officers, employees or agents in relation to the Security Subjects or in connection with the Finance Documents except to the extent caused by its or his own gross negligence or wilful misconduct.

12 POWER OF ATTORNEY

12 1 Appointment

The Chargor by way of security irrevocably appoints the Lender and every Delegate severally its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit

12 1 1 to do anything which the Chargor is obliged to do (but has not done) under any Finance Document to which it is party (including to execute charges over, transfers, conveyances, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Security Subjects); and

12 1 2 to exercise any of the rights conferred on the Lender or any Delegate in relation to the Security Subjects or under any Finance Document

12 2 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 12 1 (Appointment)

12 3 Postponement

The power of attorney created under this clause 12 will only become exercisable in the event that the Chargor fails to perform its obligations under this Instrument within five (5) Business Days of receipt of the Lender's written request

13 PROTECTION OF THIRD PARTIES

13 1 No duty to enquire

No person dealing with the Lender or any Delegate shall be concerned to enquire

13 1 1 whether the rights conferred by or pursuant to any Finance Document are exercisable,

13.1.2 whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with,

13 1 3 otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights, or

13 1 4 as to the application of any money borrowed or raised

14 SAVING PROVISIONS

14 1 Continuing Security

Subject to Clause 15 (Discharge of Security), the security created by this Instrument is a continuing Security and will extend to the ultimate balance of the Liabilities, regardless of any intermediate payment or discharge in whole or in part.

14 2 Reinstatement

If any payment by the Chargor or any discharge given by the Lender is avoided or reduced as a result of insolvency or any similar event

14 2 1 the liability of the Chargor under this Instrument shall continue as if the avoidance or reduction had not occurred, and

14 2 2 the Lender shall be entitled to recover the value or amount of that security or payment from the Chargor, as if the avoidance or reduction had not occurred

14 3 Waiver of defences

Neither the obligations of the Chargor or the Security under this Instrument will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under any Finance Document (without limitation and whether or not known to it by the Lender) including.

14 3 1 any time, waiver or consent granted to, or composition with the Chargor, any Obligor or any other person,

14 3 2 the release of the Chargor, any Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Chargor, any Obligor or any such person,

14 3 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, the Chargor, any Obligor or other person or 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,

14 3 4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor, any Obligor or any other person,

14 3 5 any amendment (however fundamental) or replacement of a Finance Document or any other document or security,

14 3 6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security, or

14 3 7 any insolvency or similar proceedings

14 4 Immediate recourse

The Chargor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Instrument. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

14 5 Appropriations

Until all the Liabilities have been irrevocably paid in full and all facilities which might give rise to Liabilities have terminated, the Lender (or any trustee or agent on its behalf) may

14 5 1 refrain from applying or enforcing any other monies, security or rights held or received by the Lender (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same, and

14 5 2 hold in an interest-bearing suspense account any monies received from the Chargor or on account of the Chargor's liability under this Instrument

14 6 Deferral of Chargor's rights

Until all the Liabilities have been irrevocably paid in full and all facilities which might give rise to Liabilities have terminated and unless the Lender otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents

14 6 1 to be indemnified by an Obligor, and/or

14 6 2 to claim any contribution from any other provider of Security for or any other guarantor of any Obligor's obligations under the Finance Documents

15 DISCHARGE OF SECURITY

Upon the irrevocable and unconditional payment and discharge in full of the Liabilities, unless any third party has any subrogation or other rights in respect of the Security created by this Instrument at that time, the Lender shall, or shall procure that its

appointees will, at the request and reasonable cost of the Chargor, release the Security Subjects from this Instrument

16 ENFORCEMENT EXPENSES

16.1 Expenses

The Chargor shall, within three Business Days of demand, pay to the Lender the amount of all costs, losses, liabilities and expenses (including legal fees) incurred by the Lender or any Delegate in relation to this Instrument (including the administration, protection, realisation, enforcement or preservation of any rights under or in connection with this Instrument, or any consideration by the Lender as to whether to realise or enforce the same, and/or any amendment, waiver, consent or release of this Instrument and/or any other document referred to in this Instrument)

16.2 Value Added Tax

Clause 14.8 (Value added tax) of the Facility Agreement (with any necessary consequential amendments) shall apply also to any amount payable under any Finance Document to any Delegate.

17 PAYMENTS

17.1 Demands

Any demand for payment made by the Lender shall be valid and effective even if it contains an inaccurate or incomplete statement of them

17.2 Payments

All payments by the Chargor under this Instrument (including damages for its breach) shall be made in the Currency of Account and to such account, with such financial institution and in such other manner as the Lender may direct

17 3 Continuation of accounts

At any time after

17 3 1 the receipt by the Lender of notice (either actual or otherwise) of any subsequent Security affecting the Security Subjects, or

17 3 2 the presentation of a petition or the passing of a resolution in relation to the winding-up of the Chargor,

the Lender may open a new account in the name of the Chargor (whether or not it permits any existing account to continue) If the Lender does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred No monies paid into any account, whether new or continuing, after that event shall discharge or reduce the amount recoverable pursuant to any Finance Document to which the Chargor is party

18 RIGHTS, WAIVERS AND DETERMINATIONS

18 1 Ambiguity

Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to any Finance Document, the terms of that Finance Document shall prevail

18 2 Exercise of rights

No failure to exercise, nor any delay in exercising, on the part of the Lender or Delegate, any right or remedy under any Finance Document shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy The rights and remedies provided in the Finance Documents are cumulative and not exclusive of any rights or remedies provided by law.

18 3 Determinations

Any certification or determination by the Lender or any Delegate under any Finance Document is, in the absence of manifest error, prima facie evidence of the matters to which it relates

19 LAW AND JURISDICTION

This Instrument and any non-contractual obligations arising out of or in connection with it shall be governed by, and shall be construed in accordance with, the law of Scotland and the Chargor irrevocably submits to the exclusive jurisdiction of the Scottish courts.

20 **WARRANTICE AND CONSENT TO REGISTRATION**

The Chargor hereby grants warrantice IN WITNESS WHEREOF these presents
consisting of this and the preceding 10 pages are executed as follows

SUBSCRIBED for and on behalf of
the said E-GEN PARTNERS LIMITED

at LONDON

on 8th APRIL 2014

by KONRAD ASPINALL
Print Full Name

K. Aspinall
Director

before this witness

ROGER BLEADS
Print Full Name

R. Blead
Witness

Address

R W BLEADS LLP
125 OLD BRIDGE ST
LONDON

SUBSCRIBED for and on behalf of
the said INGENIOUS RESOURCES
LIMITED

at LONDON

on 8th April 2014

by SEBASTIAN SPEIGHT
Print Full Name

Sebastian Speight
Director

before this witness

GAVIN DOYLE
Print Full Name

Gavin Doyle
Witness

Address

BERWIN LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA