In accordance with Sections 859A and 859J of the Companies Act 2006

# MR01 Particulars of a charge



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	A fee is payable with this form Please see 'How to pay' on the last page  You can use the WebFiling service to Please go to www companieshouse go	
·	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 regist 21 days beginning with the day after the date of creation of delivered outside of the 21 days it will be rejected unless it court order extending the time for delivery  You must enclose a certified copy of the instrument with the scanned and placed on the public record.	
	You must enclose a certified copy of the instrument with the scanned and placed on the public record  A07	A2ESE1QB* 15/08/2013 #129
1		PANIES HOUSE
Company number  Company name in full	0 8 5 6 0 0 0 6  Good Energy Oaklands Plantation Solar Park (031) Ltd	→ 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	$\begin{bmatrix} 1 & 3 & \boxed{0} & \boxed{8} & \boxed{2} & \boxed{0} & \boxed{1} & \boxed{3} & 1 \end{bmatrix}$	
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	Lloyds TSB Bank Plc	
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	

### MR01 Particulars of a charge Description Please give a short description of any land (including buildings), ship, aircraft or Continuation page Please use a continuation page if intellectual property registered (or required to be registered) in the UK which is you need to enter more details subject to this fixed charge or fixed security Description None 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 1 Yes No 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? T Yes 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

#### MR01 Particulars of a charge

8	Trustee statement <sup>©</sup>	Trustee statement			
	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	This statement may be filed after the registration of the charge (use form MR06)			
9,1	Signature				
	Please sign the form here				
Signature	This form must be signed by a person with an interest in the charge	PETER CURRIE TECHNICAL EXPERT			

#### MR01

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 Graham Robertson on paper Lloyds TSB Bank Plc 5th Floor 110 St Vincent Street Glasgow Postcode G 2 Ε R Country 554160 Glasgow 53 0845 835 8025 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

#### Important information

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

#### 图 How to pay

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

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

☐ You have entered the date on which the charge

You have shown the names of persons entitled to

☐ You have ticked any appropriate boxes in Sections

Please do not send the original instrument, it must

☐ You have given a description in Section 4, if

instrument with this form

was created

the charge

3, 5, 6, 7 & 8

appropriate

☐ You have signed the form You have enclosed the correct fee

be a certified copy

In accordance with Sections 859A and 859J of the Companies Act 2006

### MR01 - continuation page Particulars of a charge

43	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				
Description					





## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8560006

Charge code: 0856 0006 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th August 2013 and created by GOOD ENERGY OAKLANDS PLANTATION SOLAR PARK (031) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th August 2013.

Given at Companies House, Cardiff on 19th August 2013





### To be presented for registration at Companies House within 21 days of dating against all the companies and limited liability partnerships (both Existing and Further ) which are a party to this document

THE DEED OF ACCESSION is made the 13th day of ALLCUST 2013

#### BETWEEN

- (1) THE SEVERAL COMPANIES specified in Part 1 of the schedule hereto (the 'Existing Companies'),
- (2) THE COMPANIES specified in Part II of the schedule hereto (the 'Further Companies'), and
- (3) LLOYDS TSB BANK plc (the 'Bank')

**SUPPLEMENTAL** to an Omnibus Guarantee & Set-Off Agreement dated 1st May 2013 and now operative between the Existing Companies and the Bank (the said Omnibus Guarantee & Set-Off Agreement is hereinafter referred to as the "**Principal Deed**")

#### NOW THIS DEED WITNESSETH as follows

- In so far as the context admits expressions defined in the Principal Deed shall bear the same respective meanings herein
- The parties hereto hereby agree that the Further Companies shall be included within the expressions Companies and Principal for all the purposes of the Principal Deed so that (without prejudice to the generality of the foregoing)
- each Further Company hereby covenants with and guarantees to the Bank to pay or discharge to the Bank in the currency or respective currencies thereof on demand by the Bank
  - all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by any one or more of the Existing Companies and any other Further Company to the Bank anywhere or for which any one or more of the Existing Companies and any other Further Company may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment, assignation or other transaction or by operation of law) including (without prejudice to the generality of the foregoing)
    - (a) In the case of the liquidation, administration or dissolution of any such Existing Company or Further Company, all money and liabilities (whether factual or contingent) which would at any time have been due, owing or incurred to the Bank by such Existing Company or Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution, and
    - (b) In the event of the discontinuance of the Guarantee in respect of any Existing Company or any Further Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Existing Company or Further Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all habilities of such Existing Company or Further Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also

all credits then established by the Bank for such Existing Company or Further Company,

- 2.1.2 Interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Existing Companies and the Further Companies or in the absence of such agreement at the rate in the case of any amount denominated in Sterling of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select, and
- 2 1 3 commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or Further Company or others and in relation to preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and liabilities together with interest computed as provided in paragraph 2 1 2 above on each such sum from the date that the same was incurred or fell due,

PROVIDED THAT the liability of the Further Companies under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed,

- each of the Existing Companies hereby covenants with and guarantees to the Bank to pay or discharge to the Bank in the currency or respective currencies thereof on demand by the Bank
  - all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by any one or more of the Further Companies to the Bank anywhere or for which any one or more of the Further Companies may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment, assignation or other transaction or by operation of law) including (without prejudice to the generality of the foregoing)
    - (a) in the case of the liquidation, administration or dissolution of such Further Company, all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution, and
    - (b) In the event of the discontinuance of the Guarantee in respect of such Further Company all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Further Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Further Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Further Company,
  - 2 2 2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and such Further Company or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two

percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Marl et (or such other med et as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select, and

2 2 3 commission and other banking charges and legal and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or such Further Company or others and in relation to preparing preserving, defending or enforcing any security held by or offered to the Bank for such money and liabilities together with interest computed as provided in paragraph 2 2 2 above on each such sum from the date that the same was incurred or fell due,

PROVIDED THAT the liability of each Existing Company under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed,

- without prejudice to the other provisions of this Deed or the provisions of the Principal Deed the Further Companies and the Existing Companies jointly and severally agree that, in addition to any general lien, right of set-off or combination or consolidation or other right to which the Bank as bankers may be entitled by law, the Bank may at any time and from time to time and with or without notice to the Further Companies, the Existing Companies or any of them
  - (a) combine or consolidate all or any of the Accounts with all or any of the Principals' Liabilities, and
  - (b) set-off or transfer any Ciedit Balance in or towards satisfaction of any of the Principals' Liabilities,
- each Further Company and each of the Existing Companies with full title guarantee hereby charges its Credit Balances to the Bank to secure repayment of all the Secured Obligations
- ALL the covenants, provisions and powers contained in or subsisting under the Principal Deed (except the covenants for payment and discharge of the money and liabilities thereby secured contained in clause 2 thereof but including, without limitation, the power of attorney contained in clause 21 thereof) shall be applicable for defining and enforcing the rights of the parties under the guarantees bereby provided as if each Further Company had been one of the Companies parties to the Principal Deed
- This deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this deed may enter into it by executing any such counterpart.

IN WITNESS whereof this deed has been executed by the Existing Companies and the Further Companies and has been delivered upon its being dated, in the case of the Existing Companies other than the Attorney, for and on its behalf by the Attorney pursuant to a power of attorney contained in the Principal Deed and a resolution of the board of directors of the Attorney dated 26 April 2013

#### The Schedule

#### Part I - The Existing Companies

Mame	Registered Number	Registered Office
Good Energy Limited	03899612	Monkton Reach Monkton Hill Chippenham SN15 IEE
Good Energy Gas Limited	05501445	Monkton Reach Monkton Hill Chippenham SN15 IEE
Good Energy Generation Limited	02549857	Monkton Reach Monkton Hıli Chippenham SN15 IEE
Good Energy Group Plc	04000623	Monkton Reach Monkton Hill Chippenham SN15 IEE

I certify that, save for material redacted pursuant to s 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument

For and on behalf of Lloyds TSB Bank plc

Date

Lloyds TSB Bank Plc WBM Lloyds Securities 5<sup>th</sup> Floor 110 St Vincent Street Glasgow G2 5ER

#### Part II - The Further [Company] [Companies]

Name	Registered Number	Registered Office
Good Energy Hazel Windfarm Limited	085353 <b>5</b> 3	Monkton Reach Monkton Hill Chippenham SN15 1EE
Good Energy Lanyon Solai Paik (011) Limited	08529895	Monkton Reach Monkton Hıll Chippenham SN15 1EE
Good Energy Rose Cottage Solar Park (006) Limited	08529856	Monkton Reach Monkton Hill Chippenham SN15 1EE
Good Energy Carloggas Solar Park (009) Limited	08529827	Monkton Reach Monkton Hıll Chippenham SN15 1EE
Good Energy Homeland Solar Park (005) Limited	08529823	Monkton Reach Monkton Hill Chippenham SN15 IEE
Good Energy Mapperton Solar Park (007) Limited	08529830	Monkton Reach Monkton Hill Chippenham SN15 1EE
Good Energy Woolbridge Solar Park (010) Limited	08529866	Monkton Reach Monkton Hill Chippenham SN15 1EE
Good Energy Holly Windfarm Limited	08535347	Monkton Reach Monkton Hıll Chippenham SN15 1EE
Good Energy Cross Road Plantation Solar Park (028) Limited	08559827	Monkton Reach Monkton Hill Chippenham SN15 1EE
Good Energy West Raynham Solar Park (030) Limited	08560044	Monkton Reach Monkton Hill Chippenham SN15 1EE
Good Energy Lower End Farm Solar Park (026) Limited	08560050	Monkton Reach Monkton Hill Chippenham SN15 1EE
Good Energy Pengelly Cluster Solar Park (008) Limited	08559996	Monkton Reach Monkton Hill Chippenham SN15 1EE
Good Energy Oaklands Plantation Solar Park (031) Limited	08560006	Monkton Reach Monkton Hill Chippenham SN15 1EE

Good Energy Creathor	ne Faim S	olai Paik	08603613	Monkton Reach
(003) Limited				Monkton Hill
1				Chippenham
				SN15 1EE
Good Energy Wigsley	Aufield S	olai Paik	08608035	Monkton Reach
(063) Limited				Monkton Hill
			)	Chippenham
				SN15 IEE



(name)

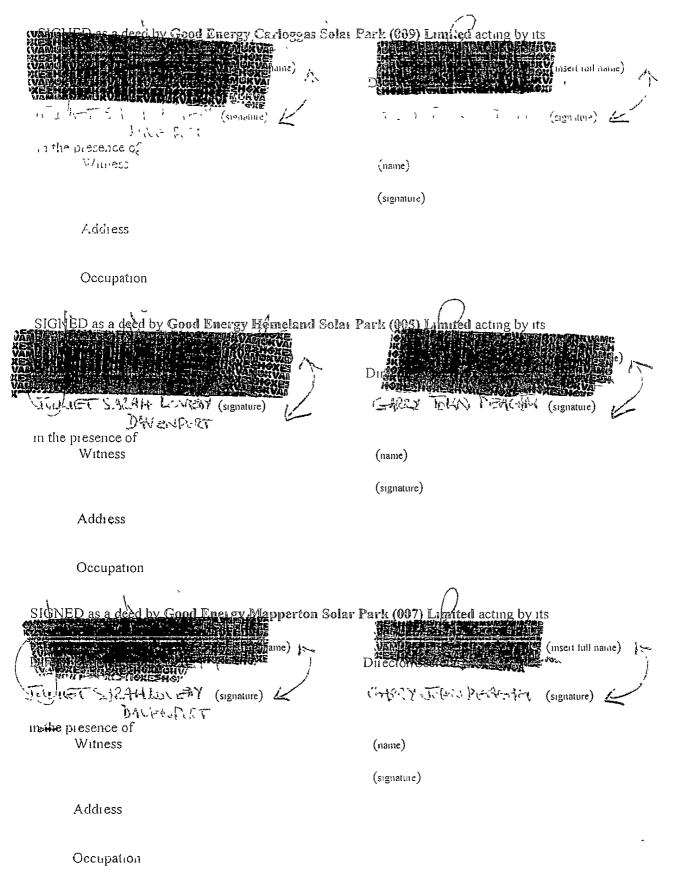
(signature)

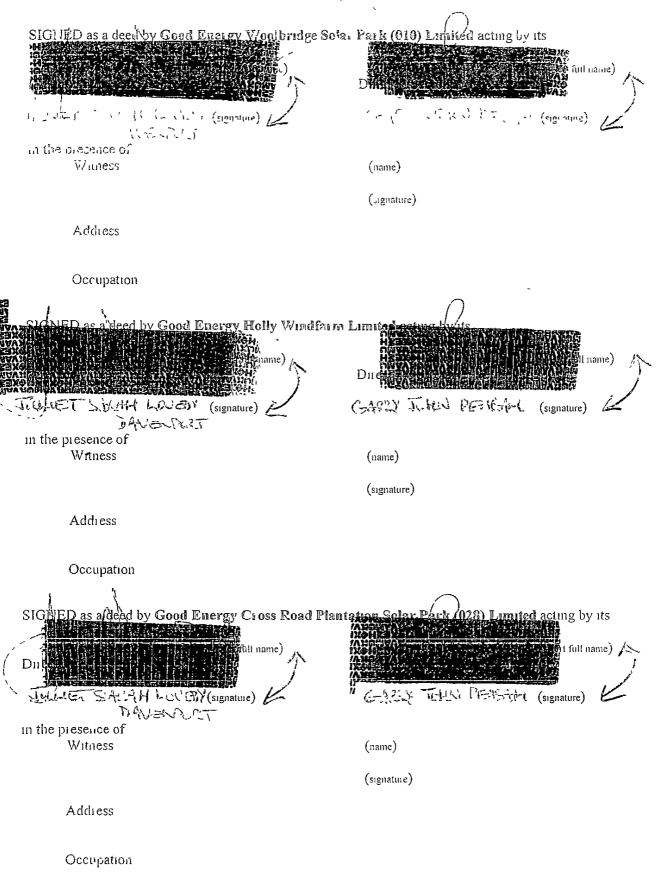
Address

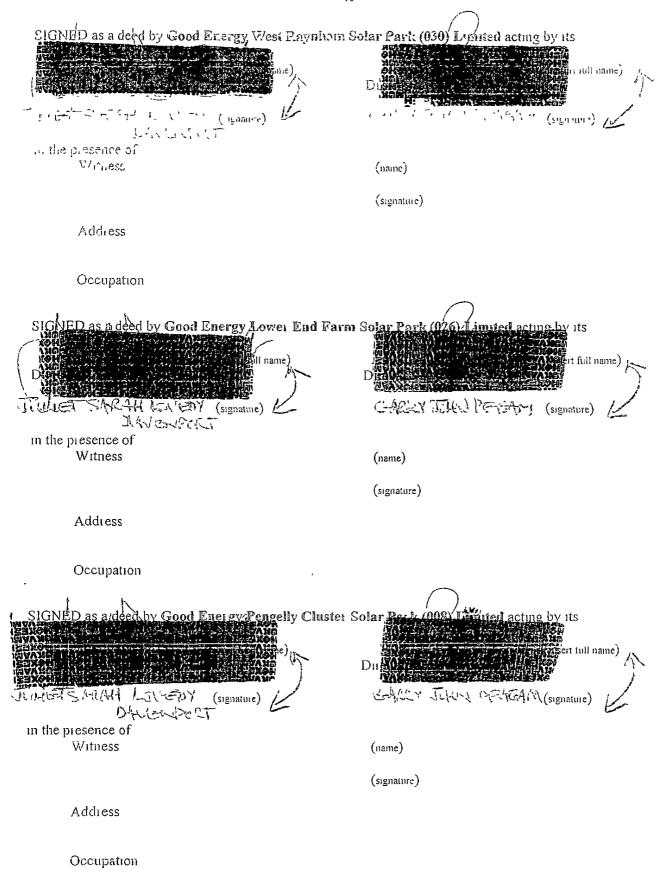
Witness

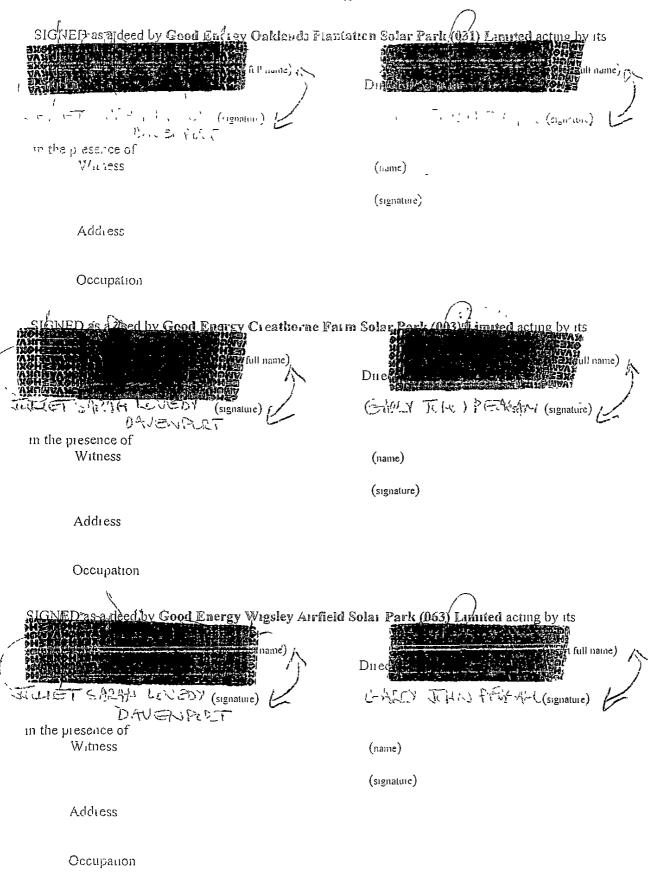
Occupation

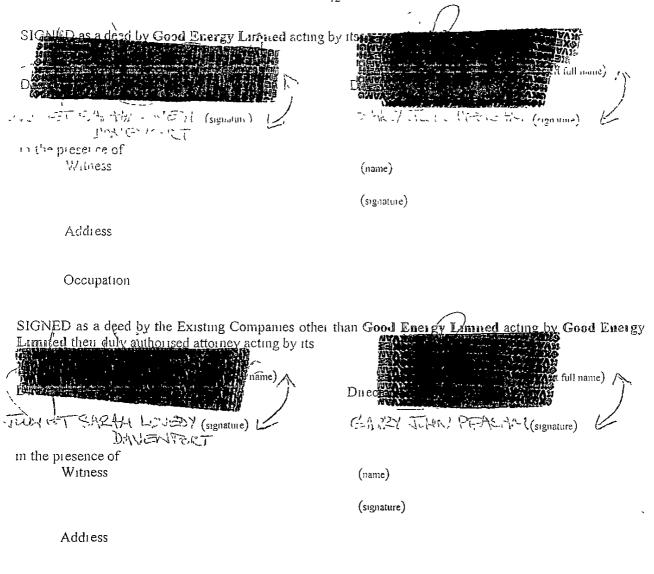












Occupation

Delete as applicable

