

MR01

Particulars of a charge

5677586113

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 MR01

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



SCT *S4H1KTYI* #6
30/09/2015
COMPANIES HOUSE

☒ You must enclose a certified copy of the instrument with this form. The
copy must be scanned and placed on the public record. Do not send the original.

1 Company details

Company number 0 8 8 1 0 8 6 5

Company name in full AGR Eastertown Limited ✓

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 2 5 0 9 2 0 1 5 ✓

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 Bayerische Landesbank ✓

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

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

ALL and WHOLE the tenant's interest in the lease of the subjects at Eastertown Farm, Lanark, as varied by Minute of Variation dated 16 and 24 October 2014, and as assigned by virtue of an Assignment between e-Gen Partners Limited and AGR Eastertown Limited, dated 29 January and 3 February, both dates in the year 2015, and undergoing registration in the Land Register of Scotland under Title Number LAN217221 ✓

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes ✓

☐ No

8

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 S. S. L. L. ✓

for and on behalf of Burness Paull LLP

X

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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name CAROLINE R ALLAN

Company name BURNES 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



DX

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8810865

Charge code: 0881 0865 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th September 2015 and created by AGR EASTERTOWN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th September 2015.

Given at Companies House, Cardiff on 5th October 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



AGR EASTERTOWN LIMITED
as Chargor

and

BAYERISCHE LANDESBANK
as Security Trustee

STANDARD SECURITY
in respect of subjects at Eastertown Farm, Lanark

Certified a true copy

Edinburgh 24/9/15

R Wood
for and on behalf of Burness Paull LLP

INDEX

Clause No	Heading	Page No
1	DEFINITIONS AND INTERPRETATION	1
2	PAYMENT OF SECURED OBLIGATIONS	2
3	CHARGE	3
4	STANDARD CONDITIONS	3
5	ENFORCEMENT	3
6	APPLICATION OF MONIES	3
7	POWER OF ATTORNEY	3
8	EFFECTIVENESS OF SECURITY	4
9	RELEASE OF SECURITY	6
10	SUBSEQUENT SECURITY INTERESTS	6
11	ASSIGNATION	7
12	NOTICES	7
13	COSTS, EXPENSES, STAMP TAXES AND INDEMNITY	7
14	DISCRETION AND DELEGATION	8
15	WAIVERS	8
16	GOVERNING LAW	8
17	JURISDICTION AND ENFORCEMENT	8
18	WARRANTICE AND CONSENT TO REGISTRATION	9

INSTRUMENT

by

- (1) **AGR EASTERTOWN LIMITED**, a company incorporated under the Companies Acts with registered number 08810865 and having its registered office at White Hart House High Street, Limpsfield, Oxted. Surrey, RH8 0DT (the “**Chargor**”)

in favour of

- (2) **BAYERISCHE LANDESBANK**, a company registered with Handelsregister of Amtsgerichts, Munich (Registered Number 76030) whose registered office is at Brienner Strasse 18, 80333 Muenchen, Germany (the “**Security Trustee**”)

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Instrument

“**Collateral Rights**” means all rights, powers and remedies of the Security Trustee provided by or pursuant to this Instrument or by law,

“**Event of Default**” has the meaning given to it in the Facilities Agreement,

“**Facilities Agreement**” means the facilities agreement dated on or around the date of this Instrument between, amongst others, GSE FIT Wind (Midco) Limited as Borrower and Bayerische Landesbank as the Mandated Lead Arranger, the Original Lender, the General Account Bank, the Facilities Agent, the Original Hedge Counterparty and the Security Trustee, each as defined in such agreement as amended, varied, novated or supplemented from time to time

“**Finance Document**” has the meaning given to it in the Facilities Agreement,

“**Secured Obligations**” means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by an Obligor or by some other person) of the Obligors to the Secured Parties (or any of them) under each of the Finance Documents,

“**Secured Parties**” has the meaning given to it in the Facilities Agreement,

“**Security**” has the meaning given to it in the Facilities Agreement, and

“**Security Subjects**” means ALL and WHOLE the tenant’s interest in the lease of the subjects at Eastertown Farm, Lanark, as varied by Minute of Variation dated 16 and 24

October 2014, and as assigned by virtue of an Assignment between e-Gen Partners Limited and AGR Eastertown Limited, dated 29 January and 3 February, both dates in the year 2015, and undergoing registration in the Land Register of Scotland under Title Number LAN217221 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 effecting thereto and (Five) the Chargor's whole right, title and interest, present and future, therein and thereto

1 2 Terms defined in other Finance Documents

Unless defined in this Instrument, or the context otherwise requires, a term defined in the Facilities Agreement or in any other Finance Document has the same meaning in this Instrument, or any notice given under or in connection with this Instrument, as if all references in those defined terms to the Facilities Agreement or other Finance Documents were a reference to this Instrument or that notice

1 3 Construction

In this Instrument the rules of interpretation contained in clause 1 2 (Construction) of the Facilities Agreement shall apply to the construction of this Instrument or any notice given under or in connection with this Instrument

2 PAYMENT OF SECURED OBLIGATIONS

2 1 Covenant to Pay

The Chargor covenants with the Security Trustee as trustee for the Secured Parties that it shall discharge all Secured Obligations on their due date in accordance with their respective terms and the Chargor shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by the Chargor to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such Secured Obligations Provided that neither such covenant nor the Security constituted by this Instrument shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or Security to be unlawful or prohibited by any applicable law

2 2 Interest on Demands

If the Chargor fails to pay any sum on the due date for payment of that sum the Chargor shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis at the rate determined in accordance with the provisions of clause 10 3 (Default Interest) of the Facilities Agreement

3 CHARGE

The Chargor hereby in security of the Secured Obligations grants a standard security in favour of the Security Trustee over the Security Subjects

4 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

4 1 the Chargor shall not create or agree to create any subsequent security over the Security Subjects or any part thereof except with the prior written consent of the Security Trustee or in accordance with the Facilities Agreement, and

4 2 wherever and to the extent that the Standard Conditions are inconsistent with the terms of the Facilities Agreement or place more onerous obligations on the Chargor other than the terms of the Facility Agreement, the terms of the Facilities Agreement shall prevail and that to such extent the Standard Conditions shall be varied by the terms of the Facilities Agreement

5 ENFORCEMENT

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

6 APPLICATION OF MONIES

All monies received or recovered by the Security Trustee pursuant to this Instrument shall, subject always to section 27 of the Conveyancing and Feudal Reform (Scotland) Act 1970, be applied by the Security Trustee (notwithstanding any purported appropriation by the Chargor) in accordance with clauses 32 30 (Application of Proceeds) and 36 5 (Partial Payments) of the Facilities Agreement

7 POWER OF ATTORNEY

7 1 Appointment and Powers

The Chargor irrevocably appoints the Security Trustee to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for

7 1 1 carrying out any obligation imposed on the Chargor by this Instrument or any other agreement binding on the Chargor to which the Security Trustee is party (including the execution of any standard securities, deeds, charges, assignations or other Security), and

7 1 2 enabling the Security Trustee to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Instrument or by law

7 2 Ratification

The Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers

8 EFFECTIVENESS OF SECURITY

8 1 Continuing Security

8 1 1 The Security created by or pursuant to this Instrument shall remain in full force and effect as a continuing Security for the Secured Obligations unless and until discharged by the Security Trustee

8 1 2 No part of the Security from time to time intended to be constituted by this Instrument will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations

8 2 No Prejudice

The Security created by or pursuant to this Instrument and the Collateral Rights shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Chargor or any other person, or the Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Trustee holds the Security or by any other thing which might otherwise prejudice that Security or any Collateral Right

8 3 Remedies and Waivers

No failure on the part of the Security Trustee to exercise, nor any delay on its part in exercising, any Collateral Right shall operate as a waiver of that Collateral Right or constitute an election to affirm this Instrument No single or partial exercise of any Collateral Right shall preclude any further or other exercise of that or any other Collateral Right

8 4 No Liability

Neither the Security Trustee or its nominee(s) shall be liable by reason of (a) taking any action permitted by this Instrument or (b) any neglect or default in connection with the Security Subjects or (c) taking possession of or realising all or any part of the Security Subjects, except in the case of gross negligence or wilful default upon its part

8 5 Partial Invalidity

If, at any time, any provision of this Instrument is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Instrument nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the Security intended to be created by or pursuant to this Instrument is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security

8 6 Waiver of defences

The obligations of the Chargor under this Instrument, the Security created pursuant to this Instrument and the Collateral Rights will not be affected by an act, omission, matter or thing which, but for this Clause 8 6 (Waiver of defences), would reduce, release or prejudice any of its obligations under this Instrument (without limitation and whether or not known to it or any Secured Party) including

8 6 1 any time, waiver or consent granted to, or composition with, any Obligor, the Parent or other person,

8 6 2 the release of any Obligor, the Parent or any other person under the terms of any composition or arrangement with any creditor of any Obligor or the Parent,

8 6 3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentment 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,

8 6 4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor, the Parent or any other person,

8 6 5 any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of a Finance Document or any other document or Security or of the Secured

Obligations (including, without limitation, any change in the purpose of, any extension of, or any variation or increase in any facility or the addition of any new facility under any Finance Document or other document),

8 6 6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security or of the Secured Obligations, or

8 6 7 any insolvency or similar proceedings

8 7 Immediate recourse

The Chargor waives any right it may have of first requiring the Security Trustee or a Secured Party 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 provision of this Instrument to the contrary.

9 RELEASE OF SECURITY

9 1 Redemption of Security

Upon the Secured Obligations being discharged in full and none of the Secured Parties being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Borrower or any other person under any of the Finance Documents, the Security constituted by this Instrument shall be discharged.

9 2 Avoidance of Payments

If the Security Trustee (acting reasonably) considers that any amount paid or credited to it or any other Secured Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Instrument and the Security constituted by those documents shall continue and such amount shall not be considered to have been irrevocably paid.

10 SUBSEQUENT SECURITY INTERESTS

If the Security Trustee (acting in its capacity as trustee or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security affecting all or any part of the Security Subjects or any transfer of the Security Subjects which is prohibited by the terms of this Instrument or the Facilities Agreement, all payments thereafter by or on behalf of the Chargor to the Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Secured Parties shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations as at the time when the Security Trustee received such notice.

11 ASSIGNATION

The Security Trustee may assign and transfer all or any of its rights and obligations under this Instrument to any person to whom it transfers its rights and/or obligations under the Facilities Agreement. Subject to clause 43 (Confidentiality) of the Facilities Agreement, the Security Trustee shall be entitled to disclose such information concerning the Chargor (or any other person) and this Instrument as the Security Trustee considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

12 NOTICES

Other than calling up notices or notices of default as referred to in the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended from time to time which shall be served in accordance with sections 19 and 21 respectively of that Act, each communication to be made under or in connection with this Instrument shall be made in writing and in accordance with clause 38 (Notices) of the Facilities Agreement.

13 COSTS, EXPENSES, STAMP TAXES AND INDEMNITY

13.1 Costs and Expenses

Without double-counting, clauses 17.1 (Transaction expenses) to 17.4 (Enforcement and preservation costs) of the Facilities Agreement shall apply to this Instrument, mutatis mutandis, as if set out in full herein and therein.

13.2 Stamp Taxes

The Chargor shall pay all stamp, registration and other taxes to which this Instrument, the Security contemplated in this Instrument or any judgment given in connection with it is or at any time may be subject and shall, from time to time, indemnify the Security Trustee on demand against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying any such tax.

13.3 Indemnity

The Chargor shall, notwithstanding any release or discharge of all or any part of the Security, indemnify the Security Trustee, its agents and attorneys against any action, proceeding, claims, losses, liabilities and costs which it may sustain as a consequence of any breach by the Chargor of the provisions of this Instrument, the exercise or purported exercise of any of the rights and powers conferred on them by this Instrument or otherwise relating to the Security Subjects.

14 DISCRETION AND DELEGATION

14 1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Instrument by the Security Trustee may, subject to the terms and conditions of the Facilities Agreement or except as otherwise provided under this Instrument, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons

14 2 Delegation

The Security Trustee shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Instrument (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Security Trustee itself

15 WAIVERS

No waiver by the Security Trustee of any of its rights under this Instrument shall be effective unless given in writing

16 GOVERNING LAW

This Instrument and any non-contractual obligations arising out of or in connection with it are governed by Scots law

17 JURISDICTION AND ENFORCEMENT

17 1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Instrument (including a dispute relating to the existence, validity or termination of this Instrument, the consequences of their nullity or any non-contractual obligations arising out of or in connection with this Instrument) (a “Dispute”)

17 2 The Chargor confirms that the courts of Scotland are the most appropriate and convenient courts to settle Disputes

17 3 This Clause 17 (Jurisdiction and Enforcement) is for the benefit of the Security Trustee only As a result, and notwithstanding Clause 17 1, it does not prevent the Security Trustee from taking proceedings relating to a Dispute in any other courts with jurisdiction To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions

18 **WARRANTICE AND CONSENT TO REGISTRATION**

18 1 The Chargor hereby grants warrantice

18 2 Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates. The Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation. IN WITNESS WHEREOF these presents consisting of this and the preceding 8 pages are executed as follows

THE CHARGOR

SUBSCRIBED for and on behalf of
the said AGR EASTERTOWN
LIMITED

at LONDON EC2A 2HB

on 16 September 2015

by OLIVER BREIDT

Print Full Name

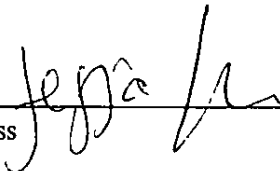
Director



before this witness

Print Full Name

Witness



Address

Jessica Johnson
Trainee Solicitor
London EC2A 2HB
