

# MR01

## Particulars of a charge



Companies House

300083/23



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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

☒ **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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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.  
It must be scanned and placed on the public record. **Do not send the original.**



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03/01/2020

#11

COMPANIES HOUSE

FRIDAY

### 1 Company details

Company number 1 0 7 6 9 2 9 8

Company name in full BLUEGREEN ENERGY SERVICES 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 d 1 d 6 m 1 m 2 y 2 y 0 y 1 y 9

### 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 JPMORGAN CHASE BANK, N.A.

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

4	<b>Brief description</b>	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	N/A		
5	<b>Other charge or fixed security</b>	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.  <input checked="" type="checkbox"/> <b>Yes</b>  <input type="checkbox"/> <b>No</b>	
6	<b>Floating charge</b>	Is the instrument expressed to contain a floating charge? Please tick the appropriate box.  <input type="checkbox"/> <b>Yes</b> Continue <input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b>  Is the floating charge expressed to cover all the property and undertaking of the company?  <input type="checkbox"/> <b>Yes</b>	
7	<b>Negative Pledge</b>	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.  <input checked="" type="checkbox"/> <b>Yes</b>  <input type="checkbox"/> <b>No</b>	
8	<b>Trustee statement <sup>①</sup></b>	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.  <input type="checkbox"/>	<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06).
9	<b>Signature</b>	Please sign the form here.  Signature   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 **Victoria North**

Company name **JPMorgan Chase Bank, N.A., London**

Branch

Address **25 Bank Street, Floor 23**

Post town **London**

County/Region

Postcode **E 1 4 5 J P**

Country **United Kingdom**

DX

Telephone **02071346229**

### 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 £23 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 10769298

Charge code: 1076 9298 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th December 2019 and created by BLUEGREEN ENERGY SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd January 2020.

Given at Companies House, Cardiff on 7th January 2020



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

# J.P.Morgan

## CASH COLLATERAL AGREEMENT

JPMORGAN CHASE BANK, N.A. (the "Bank") has requested and BLUEGREEN ENERGY SERVICES LIMITED (the "Depositor") has agreed to enter into certain cash collateral arrangements on the terms and conditions specified in this cash collateral agreement (the "Cash Collateral Agreement").

This Cash Collateral Agreement has been executed as a deed by the Depositor and signed on behalf of the Bank in order to signify the parties' agreement to the terms and conditions hereunder. This Cash Collateral Agreement is intended to be and is hereby delivered on the date specified below.

Date: 16 December 2019

### THE BANK

Address: 25 Bank Street  
Canary Wharf  
London E14 5JP

Attention:

By:

Name: J.D. BIRCH

Title: VP

16.12.2019

### THE DEPOSITOR

Address: 7 Albemarle street  
LONDON  
W1S 4HQ

Attention: Managing Director

SIGNED as a DEED by

Jan Wouter Adriaan van Rhoon,  
Managing Director Bluegreen Energy

in the presence of:

Signature

Maarten Juch

Name of Witness

Address of Witness

Finance Director Bluegreen

Occupation of witness

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.

Victoria North

Van Bommel

3/1/20

## TERMS AND CONDITIONS

### 1. INTERPRETATION AND DEFINITIONS

#### 1.1 In these terms and conditions:

**"Account"** means account number [REDACTED] maintained by the Depositor with JPMorgan Chase Bank, N.A., London branch or any re-designation, and any sub-accounts or renewal thereof.

**"Affiliate"** means in relation to a person, a Subsidiary, or holding company of that person and a Subsidiary of such holding company.

**"Bank"** means JPMorgan Chase Bank, N.A., including any of its branches and offices.

**"Bank's Right"** means all rights, powers and remedies of the Bank provided by or pursuant to this Cash Collateral Agreement or by law.

**"Deposit"** means the balance, from time to time, standing to the credit of the Account, and all rights, benefits and proceeds attaching thereto or arising there from or in respect thereof.

**"Obligations"** means any and all moneys, obligations and liabilities, from time to time due, owing by the Depositor to the Bank or any of its Affiliates or incurred by the Bank or any of its Affiliates for the account of the Depositor under the terms of any Transaction Document on any account in such cases, whether such moneys, obligations and liabilities are express or implied, present, future or contingent, joint or several, incurred by the Depositor as principal or surety or in some other capacity or in any manner whatsoever.

**"Subsidiary"** means in relation to any person, company or corporation (referred to as the "first person"), a person, company or corporation:

- (a) which is controlled, directly or indirectly, by the first person;
- (b) more than half the voting capital (or similar right) of which is beneficially owned, directly or indirectly by the first person; or
- (c) which is a subsidiary of another subsidiary of the first person,

and for this purpose, a person, company or corporation shall be treated as being controlled by another person, company or corporation if that other person, company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

**"Successor"** means any assignee or successor in title of the Bank or any person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Bank hereunder or to which under such laws the same have been transferred.

**"Transaction Document"** means this Cash Collateral Agreement, the account terms and conditions (including related services terms) governing the operation of account number [REDACTED] maintained by the Depositor at the Bank and the products and services in connection with BACS provided thereto and any other document designated as a **"Transaction Document"** by the Bank and the Depositor.

#### 1.2 In these terms and conditions, any reference to a **"Clause"** is, unless otherwise stated, a reference to a Clause hereof.

#### 1.3 Clause headings are for ease of reference only.

## **2. CHARGE**

- 2.1 The Depositor charges by way of first fixed charge and with full title guarantee in favour of the Bank for the payment to the Bank and the discharge of all of the Obligations, all the Depositor's right, title and interest, from time to time (both present and future) in the Account and the Deposit.
- 2.2 The execution of this Cash Collateral Agreement by the Depositor shall constitute notice to the Bank of the charge referred to in Clause 2.1.

## **3. ACCOUNT AND DEPOSIT**

- 3.1 The Bank shall be entitled without prior notice to the Depositor to set-off or transfer any amount from time to time standing to the credit of the Account in or towards satisfaction of all or any part of the Obligations.
- 3.2 Any balance standing to the credit of the Account shall be maintained on the terms that (except with the Bank's prior written consent and subject to Clause 3.3) it shall mature on the earlier of:
- (a) the first time at which there are no outstanding Obligations and the Bank or its Affiliates is not under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation which, if made or provided, would give rise to any Obligations; and
  - (b) the close of business on the date on which any of the Obligations shall have become due and payable and shall not have been paid upon becoming so due and payable,
- to the intent that, at such time as any such balance shall mature or at any time thereafter, the Bank may exercise in relation thereto all or any rights of set-off, combination or consolidation to which the Bank may be entitled under this Cash Collateral Agreement, law or statute.
- 3.3 If on any day any of the Obligations shall become due and payable and shall not have been paid by close of business on the same day, then only so much of the Deposit shall mature as equals the amount of the Obligations which became due and payable and had not been paid by close of business on that day.
- 3.4 Interest shall accrue on the Account at such rates and be payable on such dates and in such manner as may be determined, from time to time, by the Bank in its sole discretion. Any agreement that all or any part of the balance on the Account is to be held on fixed time deposit shall be for the purpose of calculation and payment of interest only and shall not prejudice, prevent or delay the Bank in exercising its rights or obligations under or pursuant to this Clause or any other term of this Cash Collateral Agreement.
- 3.5 Save with the Bank's prior consent no right, title or interest in relation to the Account shall be capable of assignment.
- 3.6 Upon the Obligations being discharged in full and the Bank not being under any further actual or contingent obligation to provide other financial accommodation to the Depositor or make payment to any other person under any of the Transaction Documents, the Bank shall (at the Depositor's cost and expense) release the security constituted by this Cash Collateral Agreement and without recourse to, or any representation or warranty by, the Bank.
- 3.7 The provisions of this Clause shall be without prejudice to the provisions of Clause 2.

#### **4. REPRESENTATIONS AND UNDERTAKINGS**

- 4.1 Except with the Bank's prior written consent, the Depositor shall not create, grant or permit to exist any other security interest over or in respect of all or any part of the Account or Deposit.
- 4.2 The Depositor represents and warrants to the Bank and undertakes for the duration of this Cash Collateral Agreement that:
- (a) it is, and will be, the sole legal and beneficial owner of the Account, the Deposit and the balance standing to the credit of the Account, from time to time, free from any security interest except as created by this Cash Collateral Agreement;
  - (b) it has not sold or otherwise disposed of, and will not sell or otherwise dispose of, the benefit of all or any of its rights, title and interest in the Account, Deposit or the balance standing to the credit of the Account, from time to time;
  - (c) it has and will at all times during the subsistence of this Cash Collateral Agreement have the necessary power to enable it to enter into and perform its obligations under this Cash Collateral Agreement;
  - (d) this Cash Collateral Agreement constitutes its legal, valid and binding obligation and is an effective security over the Account and Deposit;
  - (e) all necessary consents and authorisations to enable it to enter into this Cash Collateral Agreement and to open the Account with Bank have been obtained and are, and will remain, in full force and effect;
  - (f) it is duly incorporated and validly existing under the laws of its jurisdiction of incorporation with power to own its assets and to carry on its business as it is being conducted. It has the power, capacity and authority to enter into, perform and delivery, and has take all necessary corporate and other action to authorise its entry into, performance and delivery, of this Cash Collateral Agreement;
  - (g) the Account is, at all times not subject to any sovereign immunity right or protection; and
  - (h) (where the Depositor is incorporated in a jurisdiction other than England and Wales) under the laws of its jurisdiction of incorporation it is not necessary that any filing, registration or other authorisation is required in respect of any Transaction Document in order to ensure its (and the security constituted thereby) legal, validity, enforceability or priority.
- 4.3 Where the Depositor is incorporated in a jurisdiction other than England and Wales, the Depositor undertakes to:
- (a) make available for inspection:
    - (i) a register of charges in which it will enter (within 21 days of creating the same) details of:
      - (A) any charge it creates over land in the United Kingdom;
      - (B) any charge it creates over ships, aircraft, and intellectual property registered in the United Kingdom; and
      - (C) any floating charge it creates over any of its property in the United Kingdom except any charge whose terms expressly exclude all property in the United Kingdom, and



- (ii) copies of all instruments creating any charges that must be entered on its register of charges.
  - (b) enter (within 21 days of executing this Cash Collateral Agreement) into its register of charges details of this Cash Collateral Agreement (and the security constituted thereby; and
  - (c) upon executing this Cash Collateral Agreement, promptly provide to the Bank a copy, certified by an authorised signatory of the Depositor, of its register of charges in which it has entered details (as applicable) in accordance with Clause 4.3.
- 4.4 The representations made by the Depositor in Clause 4.2 are made by the Depositor on the date of this Cash Collateral Agreement and deemed to be made by the Depositor by reference to the facts and circumstances then existing on each day after the date of this Cash Collateral Agreement.

## **5. EFFECTIVENESS OF COLLATERAL**

- 5.1 The collateral constituted by this Cash Collateral Agreement and the Bank's Rights may be exercised more than once and are cumulative, in addition to and independent of every other security which the Bank may, at any time, hold for the Obligations or any rights, powers and remedies provided by law. No prior security held by the Bank over the whole or any part of the Account and Deposit shall merge in the collateral hereby constituted.
- 5.2 This Cash Collateral Agreement is continuing and shall remain in full force and effect unless and until the Bank discharges it.
- 5.3 No failure or delay by the Bank in exercising, any Bank's Right shall operate as a waiver thereof, nor shall any single or partial exercise of a Bank's Right prevent or prejudice any other or further exercise of that Bank's Right or the exercise of any other Bank's Right.
- 5.4 Subsection (1) of Section 93 of the Law of Property Act 1925 shall not apply to this Cash Collateral Agreement.

## **6. ACCOUNT**

- 6.1 If the Bank shall, at any time, receive notice of any subsequent mortgage, assignment, charge or other interest affecting all or any part of the Account and Deposit, all payments thereafter made by the Depositor to the Bank shall be treated as having been credited to a new account of the Depositor and not as having been applied in reduction of the Obligations at the time when the Bank received notice.
- 6.2 All monies received, recovered or realised by the Bank under this Cash Collateral Agreement (including the proceeds of any conversion of currency) may, in its sole discretion, be credited to and held in any suspense or impersonal account pending their application, from time to time, in or towards the discharge of any of the Obligations.

## **7. COSTS, CHARGES AND EXPENSES**

The Company shall, promptly on demand, pay to the Bank the amount of all costs, charges and expenses (including, external legal counsel fees) incurred by the Bank in the exercise of any Bank's Right, or in connection with the negotiation, preparation and execution of this Cash Collateral Agreement and the perfection or enforcement of the collateral hereby constituted, together with interest from the date of the same having been incurred to the date of payment at such rate or rates as the Bank may determine in relation to the currency involved.

## 8. CURRENCY CONVERSION

If any amount due from the Depositor under a Transaction Document (an “**Amount**”) or any order, judgment or award given or made in relation to an Amount has to be converted (the “**Conversion**”) from the contractual currency in which that Amount is stated to be payable under the relevant Transaction Document (the “**Contractual Currency**”) in another currency (the “**Other Currency**”) for the purposes of:

- (a) making or filing a claim or proof against the Depositor, or
- (b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings

the Depositor hereby agrees to indemnify, on demand, the Bank and its respective agents and representatives (each an “**Indemnified Person**”) from and against any cost, loss or liability arising out of or as a result of the Conversion including any difference between (i) the rate of exchange used to convert that Amount from the Contractual Currency into the Other Currency and (ii) the rates of exchange available to that Indemnified Person at the time of its receipt of that Amount. The Depositor also hereby waives any right it may have in any jurisdiction to pay any Amount in a currency or currency unit other than in the Contractual Currency.

## 9. NOTICES

- 9.1 Any notice or demand to be given or served on the Depositor under or pursuant to this Cash Collateral Agreement may be given or served by leaving the same at the address specified on the first page of this Cash Collateral Agreement or posting the same (by prepaid first-class post) by letter addressed to such address, or by facsimile to any then published facsimile number of the Depositor or sent by electronic mail or other electronic means in plain language or in code. Any notice or demand sent by post in accordance with this Clause to any destination in the United Kingdom shall be deemed to have been served at 10.00 a.m. (London time) on the second day following the date of posting or, in the case of a destination outside the United Kingdom, at 10.00 a.m. (London time) on the fourth day following and exclusive of the date of posting; or, sent by facsimile or electronic means (provided the appropriate answer back is received), shall be deemed to have been served when despatched. In proving such service by post it shall be sufficient to show that the letter containing the notice or demand was properly addressed and posted and such proof of service shall be effective notwithstanding that the letter was in fact not delivered or was returned undelivered.
- 9.2 Any notice to be served on the Bank shall be effective only when actually received by the Bank and then only if it is expressly marked for the attention of the department or officer specified by the Bank (if any) for such purpose.
- 9.3 If a facsimile or electronic communication is sent or despatched on a date which is not a working day or outside of business hours, it shall be deemed to have been received at the opening of business on the next working day.

## 10. ASSIGNMENTS AND SUCCESSORS

- 10.1 The Depositor may not, receive, withdraw or otherwise transfer all or any part of the Deposit, or assign or otherwise dispose of any right, title or interest in, to or under this Cash Collateral Agreement or in respect of the Account without the Bank’s prior written consent.
- 10.2 This Cash Collateral Agreement shall remain in effect despite any amalgamation or merger (however effected) relating to the Bank; and references to the Bank shall be deemed to include its Successors.

- 10.3 A person who is not a party to this Cash Collateral Agreement has no right under the Contracts (Rights or Third Parties) Act 1999 to enforce any term of this Cash Collateral Agreement.

**11. POWER OF ATTORNEY**

The Depositor irrevocably appoints the Bank to be its attorney and in its name and on its behalf and as its act and deed to execute all documents and do all things as the Bank may consider to be requisite for carrying out any obligation imposed on the Depositor under this Cash Collateral Agreement. The Depositor shall ratify and confirm all things done and all documents executed by the Bank in the exercise or purported exercise of such power of attorney.

**12. DELEGATION**

- 12.1 The Bank shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Cash Collateral Agreement (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise of any subsequent delegation or any revocation of such power, authority or discretion by the Bank.
- 12.2 The Bank shall not have any responsibility for or any liability in connection with be in any way liable or responsible to the Depositor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

**13. LAW AND JURISDICTION**

This Cash Collateral Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law. For the Bank's benefit the Depositor irrevocably submits to the exclusive jurisdiction of English courts to settle any dispute arising out of or in connection with this Cash Collateral Agreement (including a dispute regarding the existence, validity or termination of this Cash Collateral Agreement). The parties agree that the courts of England are the most appropriate and convenient courts to settle any disputes arising under this Cash Collateral Agreement and any non-contractual obligations arising out of or in connection with it and accordingly no party will argue to the contrary