MR01
Particulars of a charge

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

57 0075/E13

✓ **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 court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. This wi scanned and placed on the public record. **Do not send the original.**

WEDNESDAY

S58OML41

SCT   08/06/2016   #93
COMPANIES HOUSE

1	**Company details**

For official use: 6

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

Company number: S C 3 5 0 2 4 8

Company name in full: Beatrice Offshore Windfarm Limited

2	**Charge creation date**

Charge creation date: 2 7   0 5   2 0 1 6

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: The Bank of Tokyo-Mitsubishi UFJ, Ltd.

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 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.

Brief description

ALL and WHOLE the tenant's interest in a lease between The Crown Estate Commissioners and Beatrice Offshore Wind Limited dated 31 March and 1 April both months of 2016 of the part of the Sea at Beatrice, as more fully described 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.

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

[X] No

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

[X] 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.

[X] Yes

☐ No

8 Trustee statement ❶

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.

☐

❶ This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

X 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

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.

Burness Paull

BEATRICE OFFSHORE WINDFARM LIMITED
as Chargor

in favour of

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.
as Security Trustee

STANDARD SECURITY
in respect of subjects at wind farm site upon bed of the sea at Beatrice

INDEX

INSTRUMENT

by

(1)   **BEATRICE OFFSHORE WINDFARM LIMITED**, a company incorporated in Scotland under the Companies Acts with registered number SC350248 and having its registered office at Inveralmond House, 200 Dunkeld Road, Perth, PH1 3AQ (the "**Chargor**")

in favour of

(2)   **THE BANK OF TOKYO MITSUBISHI UFJ, LTD.**, a company incorporated in Japan and registered under the Companies Act as an overseas company with registered number FC004549 and having a place of business at 25 Ropemaker Street, London, EC2Y 9AN as security trustee for the Secured Creditors (the "**Security Trustee**")

CONSIDERING THAT:

(A)   The board of directors of the Chargor is satisfied that entering into this Instrument would be most likely to promote the success of the Chargor for the benefit of its members as a whole and to the further benefit and advantage of the Chargor.

(B)   The Security Trustee holds the benefit of this Instrument for the Secured Creditors on the terms of the Finance Documents.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1   **DEFINITIONS AND INTERPRETATION**

1.1   In this Instrument:

"**Common Terms and Facilities Agreement**" means the common terms and facilities agreement dated on or about the date of execution of this Instrument between (amongst others) the Chargor as Borrower, Beatrice Offshore Windfarm Holdco Limited as Holdco, The Bank of Tokyo-Mitsubishi UFJ, Ltd. as Intercreditor Agent and Security Trustee, EIB, EKF, the Original Senior Lenders and Original Hedging Banks;

"**Intercreditor Agreement**" means the intercreditor agreement dated on or about the date of execution of this Instrument between, amongst others, the Chargor and the Security Trustee;

"**Secured Assets**" means ALL and WHOLE the tenant's interest in a lease between The Crown Estate Commissioners and Beatrice Offshore Wind Limited dated 31 March and 1 April both months of 2016 of the part of the Sea at Beatrice shown for identification coloured pink on the plan annexed and executed as relative hereto and more particularly described in the co-ordinates detailed in the Schedule annexed and

signed as relative hereto (excluding for the avoidance of doubt the sub station premises shown shaded yellow on said plan) 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;

"**Secured Creditor**" has the meaning given to that term in the Intercreditor Agreement; and

"**Secured Debt**" has the meaning given to it in the Intercreditor Agreement.

1.2   Incorporation of defined terms

Unless a contrary indication appears, terms defined in the Common Terms and Facilities Agreement have the same meaning in this Instrument.

1.3   Construction

1.3.1   Any reference in this Instrument to a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument.

1.3.2   The provisions in clause 1.2 (Construction) of the Common Terms and Facilities Agreement apply to this Instrument, except that references to the Common Terms and Facilities Agreement shall be construed as references to this Instrument.

1.3.3   The term this "**Security**" means any security created by this Instrument.

1.3.4   This Instrument is subject to the Intercreditor Agreement. In the event of any inconsistency between the terms of this Instrument and the terms of the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail.

2   BOND

The Chargor shall, on demand of the Security Trustee, pay the Secured Debt when due in accordance with its terms.

3 CHARGE

The Chargor as security for the payment and discharge of all the Secured Debt hereby grants in favour of the Security Trustee a standard security over the Secured Assets.

4 STANDARD CONDITIONS

The Standard Conditions specified in Schedule 3 (the "**Standard Conditions**") to the Conveyancing and Feudal Reform (Scotland) Act 1970 (the "**1970 Act**") 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 Secured Assets or any part thereof except with the prior written consent of the Security Trustee; and

4.2 wherever and to the extent that the Standard Conditions are inconsistent with the terms of the Common Terms and Facilities Agreement, or where there is an obligation which is either more onerous than an equivalent obligation or is not contained in the Common Terms and Facilities Agreement, the terms of the Common Terms and Facilities Agreement shall insofar as permitted by the 1970 Act prevail and that to such extent the Standard Conditions shall be varied insofar as lawful and applicable by the terms of the Common Terms and 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 Instrument is enforceable:

5.1 the Chargor, shall be held to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions; and

5.2 the Security Trustee shall be able to take warrant of summary ejection against the Chargor, for the purposes of obtaining possession of the Secured Assets.

6 ORDER OF APPLICATION

All amounts received or recovered by the Security Trustee pursuant to the terms of this Instrument shall be held by the Security Trustee on trust to apply them at any time, subject to the rights of any creditors having priority, in the order provided in clause 8.1 (Proceeds of Enforcement Security – Order of Application) of the Intercreditor Agreement.

7 COSTS AND EXPENSES

The Chargor shall pay to the Security Trustee the amount of all costs, losses, liabilities and expenses (including legal fees) incurred by the Security Trustee subject to and in accordance with clause 18 (Enforcement Costs) of the Common Terms and Facilities Agreement.

8 ASSIGNATION BY THE SECURITY TRUSTEE

The Security Trustee may assign and transfer all of its rights and obligations under this Instrument to a replacement Security Trustee appointed in accordance with the terms of the Common Terms and Facilities Agreement. Upon such assignation and transfer taking effect, the replacement Security Trustee shall be and be deemed to be acting for itself and as trustee for the Secured Creditors for the purposes of this Instrument in place of the previous Security Trustee.

9 NOTICES

All notices, requests, demands and other communications to be given under this Instrument shall be given and/or be deemed to be given in the same manner as notices to be given under the Common Terms and Facilities Agreement and the terms of clause 35 (Notices) of the Common Terms and Facilities Agreement shall apply *mutatis mutandis* to this Instrument as though that clause were set out in full in this Instrument.

10 GOVERNING LAW AND JURISDICTION

This Instrument shall be governed by, and construed in all respects in accordance with, the law of Scotland and, for the benefit of the Security Trustee, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish courts but without prejudice to the ability of the Security Trustee to proceed against the Chargor in any other appropriate jurisdiction.

11 WARRANDICE AND CONSENT TO REGISTRATION

11.1 The Chargor hereby grants warrandice.

11.2 A certificate signed by any official, manager or equivalent account officer of the Security Trustee shall, in the absence of manifest error, conclusively determine the Secured Debt at any relevant time. 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 4 pages together with the plan and schedule annexed hereto are executed as follows:

SUBSCRIBED for and on behalf of
the said BEATRICE OFFSHORE
WINDFARM LIMITED

at LINKLATERS LONDON EC2Y 8HQ

on 19 MAY 2016

by PAUL COOLEY
Print Full Name

_____
Director

before this witness

ANNA-MARIA ALEXANDROU
Print Full Name

_____
Witness

Address

Linklaters LLP
One Silk Street
London EC2Y 8HQ
Tel 020 7456 2000

This is the Schedule referred to in the foregoing standard security by Beatrice Offshore Windfarm Limited in favour of The Bank of Tokyo-Mitsubishi UFJ, Ltd. as Security Trustee

ID	BEATRICE WIND FARM SITE LEASE COORDINATES			
	Easting	Northing	Longitude	Latitude
1	344266.089933	919897.021663	-2.948923	58.164416
2	344266.000711	919896.940272	-2.948925	58.164416
3	344265.931742	919897.024110	-2.948926	58.164416
4	344265.920935	919897.037272	-2.948926	58.164416
5	344264.405813	919898.881270	-2.948952	58.164433
6	344264.124343	919899.223805	-2.948957	58.164436
7	344239.617207	919929.049160	-2.949381	58.164701
8	344239.277972	919929.462165	-2.949387	58.164704
9	344221.155437	919951.517353	-2.949700	58.164900
10	344218.184660	919955.438408	-2.949751	58.164935
11	344217.360643	919956.526022	-2.949766	58.164945
12	344213.304323	919961.879932	-2.949836	58.164992
13	344199.580910	919979.993179	-2.950073	58.165153
14	344172.302128	920015.998044	-2.950546	58.165473
15	344172.200304	920016.132478	-2.950547	58.165474
16	344169.262291	920020.010240	-2.950598	58.165509
17	344166.179193	920024.079588	-2.950652	58.165545
18	344164.336828	920026.511244	-2.950683	58.165566
19	344164.332414	920026.517111	-2.950684	58.165566
20	344163.929921	920027.048375	-2.950691	58.165571
21	344163.923643	920027.056669	-2.950691	58.165571
22	344163.436983	920027.699001	-2.950699	58.165577
23	344163.425504	920027.714074	-2.950699	58.165577
24	344163.214398	920027.992654	-2.950703	58.165579
25	344163.118253	920028.118903	-2.950705	58.165581
26	344163.098155	920028.146206	-2.950705	58.165581
27	344162.687224	920028.688496	-2.950712	58.165586
28	344161.809354	920029.847322	-2.950727	58.165596
29	344161.762559	920029.908927	-2.950728	58.165596
30	344161.067347	920030.826701	-2.950740	58.165605
31	344160.965619	920030.960933	-2.950742	58.165606
32	344160.953553	920030.976815	-2.950742	58.165606
33	344158.810912	920033.804795	-2.950779	58.165631
34	344158.124821	920034.710431	-2.950791	58.165639
35	344156.385851	920037.005630	-2.950821	58.165660
36	344115.969300	920090.350828	-2.951521	58.166133
37	344112.973999	920094.304254	-2.951573	58.166169
38	344042.070105	920187.889076	-2.952800	58.167000
39	343767.516516	920558.824651	-2.957555	58.170296
40	343417.036106	921032.341824	-2.963627	58.174504
41	343388.794773	921070.497333	-2.964116	58.174843
42	343350.968007	921121.603337	-2.964772	58.175297
43	343342.260146	921133.368201	-2.964923	58.175401
44	342803.492716	921863.338137	-2.974260	58.181887
45	342821.369840	921991.880591	-2.973988	58.183044

46	342852.719572	922217.294919	-2.973510	58.185072
47	342682.399142	922436.902462	-2.976460	58.187022
48	342430.920948	922562.043182	-2.980767	58.188113
49	342106.502218	922499.963536	-2.986268	58.187513
50	341979.798629	922594.249350	-2.988446	58.188343
51	341958.292139	922610.253282	-2.988816	58.188484
52	340606.824911	923615.942263	-3.012053	58.197335
53	341081.276258	924418.220760	-3.004187	58.204603
54	341082.424576	924420.162477	-3.004168	58.204621
55	341096.271708	924443.577502	-3.003938	58.204833
56	341129.520544	924554.406811	-3.003400	58.205833
57	341135.059810	924572.871093	-3.003311	58.205999
58	341291.604857	925094.686699	-3.000779	58.210706
59	341312.775918	925165.256423	-3.000437	58.211343
60	341326.323127	925210.413636	-3.000218	58.211750
61	341566.604712	925721.377142	-2.996258	58.216370
62	341770.071775	926154.053294	-2.992904	58.220283
63	342153.128859	926968.628406	-2.986588	58.227648
64	342225.136250	927121.752578	-2.985400	58.229033
65	342671.360829	927926.619155	-2.978003	58.236319
66	342815.489061	928186.586427	-2.975613	58.238673
67	343067.670414	928641.451020	-2.971430	58.242790
68	343872.516265	930155.730730	-2.958090	58.256492
69	344592.139433	931089.286470	-2.946053	58.264967
70	344648.400417	931162.272745	-2.945112	58.265629
71	345072.812624	931712.854647	-2.938010	58.270627
72	345696.237477	932728.202101	-2.927623	58.279823
73	346178.675235	933513.927196	-2.919581	58.286938
74	346425.435180	935663.629938	-2.915872	58.306273
75	346607.634195	935819.531658	-2.912800	58.307695
76	346807.852662	935990.851834	-2.909423	58.309258
77	347806.011481	936844.941570	-2.892585	58.317048
78	348507.375216	937394.705702	-2.880738	58.322068
79	349311.424035	937877.790282	-2.867120	58.326500
80	350333.800132	938124.205513	-2.849720	58.328830
81	350659.369703	938041.049444	-2.844144	58.328120
82	351043.515626	937942.931989	-2.837565	58.327282
83	352659.490826	937068.626532	-2.809798	58.319608
84	352701.677609	937047.555036	-2.809074	58.319423
85	352755.697156	937020.573282	-2.808146	58.319187
86	354141.948913	936328.168012	-2.784348	58.313116
87	354238.544921	936279.830129	-2.782690	58.312692
88	354381.289493	936208.577611	-2.780240	58.312067
89	355892.823074	934951.669479	-2.754206	58.300934
90	355893.577547	934950.992864	-2.754193	58.300928
91	356010.433638	934853.811906	-2.752181	58.300067
92	356011.072167	934853.248032	-2.752170	58.300062
93	355979.452446	934772.537737	-2.752694	58.299334
94	355830.635190	934414.094397	-2.755164	58.296100
95	355677.310088	934058.602230	-2.757711	58.292892
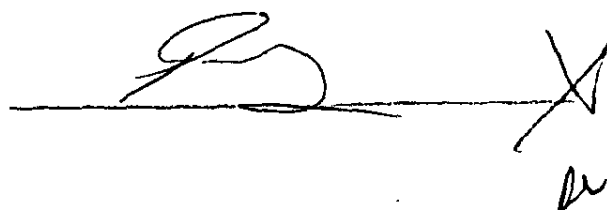
96	355516.717000	933705.759071	-2.760382	58.289707
97	355349.618828	933355.779617	-2.763164	58.286547
98	355257.704127	933168.081993	-2.764695	58.284852
99	355155.448447	932964.024222	-2.766399	58.283009
100	354976.561533	932619.538957	-2.769382	58.279897
101	354791.998321	932278.912530	-2.772462	58.276819
102	354739.302525	932185.615775	-2.773342	58.275976
103	354601.098530	931940.928541	-2.775650	58.273764
104	354404.755043	931606.802325	-2.778931	58.270743
105	354202.905655	931276.312663	-2.782306	58.267754
106	353994.601705	930948.692009	-2.785791	58.264790
107	353780.800488	930625.600518	-2.789370	58.261866
108	353561.540205	930305.368143	-2.793042	58.258967
109	353461.246196	930164.504655	-2.794723	58.257691
110	353336.841312	929989.777371	-2.796807	58.256109
111	353106.574986	929677.939662	-2.800667	58.253284
112	352870.798178	929369.743950	-2.804621	58.250491
113	352629.582120	929066.303958	-2.808668	58.247740
114	352503.929903	928913.703460	-2.810777	58.246356
115	352497.481069	928905.857481	-2.810885	58.246285
116	352382.852934	928766.396577	-2.812809	58.245020
117	352131.565545	928471.347550	-2.817028	58.242343
118	351874.835111	928180.834456	-2.821340	58.239706
119	351792.984606	928090.079153	-2.822715	58.238882
120	351747.280095	928030.952930	-2.823481	58.238346
121	351585.577531	927827.699834	-2.826192	58.236503
122	351505.837983	927727.470634	-2.827529	58.235594
123	351259.833809	927428.512994	-2.831655	58.232882
124	351008.376621	927133.312403	-2.835874	58.230203
125	350891.084945	927000.656284	-2.837843	58.228999
126	350751.477245	926842.760648	-2.840186	58.227565
127	350534.620899	926605.061062	-2.843827	58.225406
128	350471.321440	926537.038542	-2.844890	58.224788
129	350205.237285	926255.767213	-2.849359	58.222232
130	349933.651351	925979.148301	-2.853922	58.219717
131	349656.563443	925707.183108	-2.858579	58.217243
132	349375.854883	925439.959931	-2.863298	58.214811
133	349090.524186	925177.269797	-2.868096	58.212419
134	348877.666871	924989.104269	-2.871677	58.210705
135	348799.763196	924920.237589	-2.872987	58.210077
136	348505.392226	924668.729477	-2.877940	58.207784
137	348206.459780	924421.867929	-2.882971	58.205532
138	348002.226324	924258.298823	-2.886409	58.204039
139	347991.865479	924243.736432	-2.886582	58.203907
140	347755.498959	923936.399912	-2.890534	58.201119
141	347513.500598	923632.714969	-2.894582	58.198363
142	347445.355825	923548.212009	-2.895722	58.197596
143	347428.462599	923524.606941	-2.896004	58.197382
144	347408.814772	923497.252488	-2.896332	58.197134
145	347390.036613	923468.995876	-2.896645	58.196878

146	347164.461643	923153.309482	-2.900410	58.194016
147	347010.050089	922945.374237	-2.902989	58.192130
148	346933.324293	922842.052872	-2.904270	58.191193
149	346786.475443	922650.541762	-2.906723	58.189455
150	346697.615980	922534.656735	-2.908208	58.188404
151	346455.451753	922230.924895	-2.912256	58.185647
152	346208.786482	921931.945242	-2.916381	58.182932
153	345957.559520	921637.608254	-2.920584	58.180258
154	345699.876504	921347.049777	-2.924897	58.177617
155	345437.570755	921061.025448	-2.929289	58.175016
156	345170.820318	920779.644844	-2.933757	58.172456
157	345085.428633	920693.234283	-2.935188	58.171669
158	344989.993638	920596.660560	-2.936787	58.170790
159	344898.463948	920504.038789	-2.938321	58.169947
160	344667.876266	920276.762816	-2.942186	58.167877
161	344647.590434	920256.768330	-2.942526	58.167695
162	344647.172342	920256.328853	-2.942533	58.167691
163	344622.529554	920231.952706	-2.942946	58.167469
164	344469.163895	920086.791484	-2.945518	58.166146
165	344381.084363	920003.423853	-2.946995	58.165386
166	344341.165727	919965.640654	-2.947664	58.165042
167	344308.580820	919935.842807	-2.948211	58.164770
168	344287.219319	919916.308335	-2.948569	58.164592
169	344282.808415	919912.274734	-2.948643	58.164555
170	344279.644138	919909.381047	-2.948696	58.164529
171	344275.735080	919905.816586	-2.948762	58.164497
172	344274.790438	919904.955242	-2.948777	58.164489
173	344270.536149	919901.075845	-2.948849	58.164453
174	344268.031636	919898.792182	-2.948891	58.164432
175	344267.979015	919898.744154	-2.948892	58.164432
176	344266.387612	919897.293097	-2.948918	58.164419
177	344266.129170	919897.057388	-2.948923	58.164417

100 METRE RADIUS SUBSTATION AREAS EXCLUDED			
BEATRICE SUBSTATION CENTROID COORDINATES			
OTM 1	348412.258843	929378.641440	-2.880572	58.250070
OTM 2	347526.489168	930144.970419	-2.895834	58.256847

BEATRICE WIND FARM LEASE PLAN

N

300000

350000

950000

Enlargement 1

1:20,000

Enlargement 2

1:20,000

900000

Beatrice Wind Farm Site

Substation Site - Excluded (100 metre radius)

Territorial Waters Limit

PLEASE SEE 'SCHEDULE OF COORDINATES'
© Crown copyright and database rights 2012 Ordnance Survey 100019722
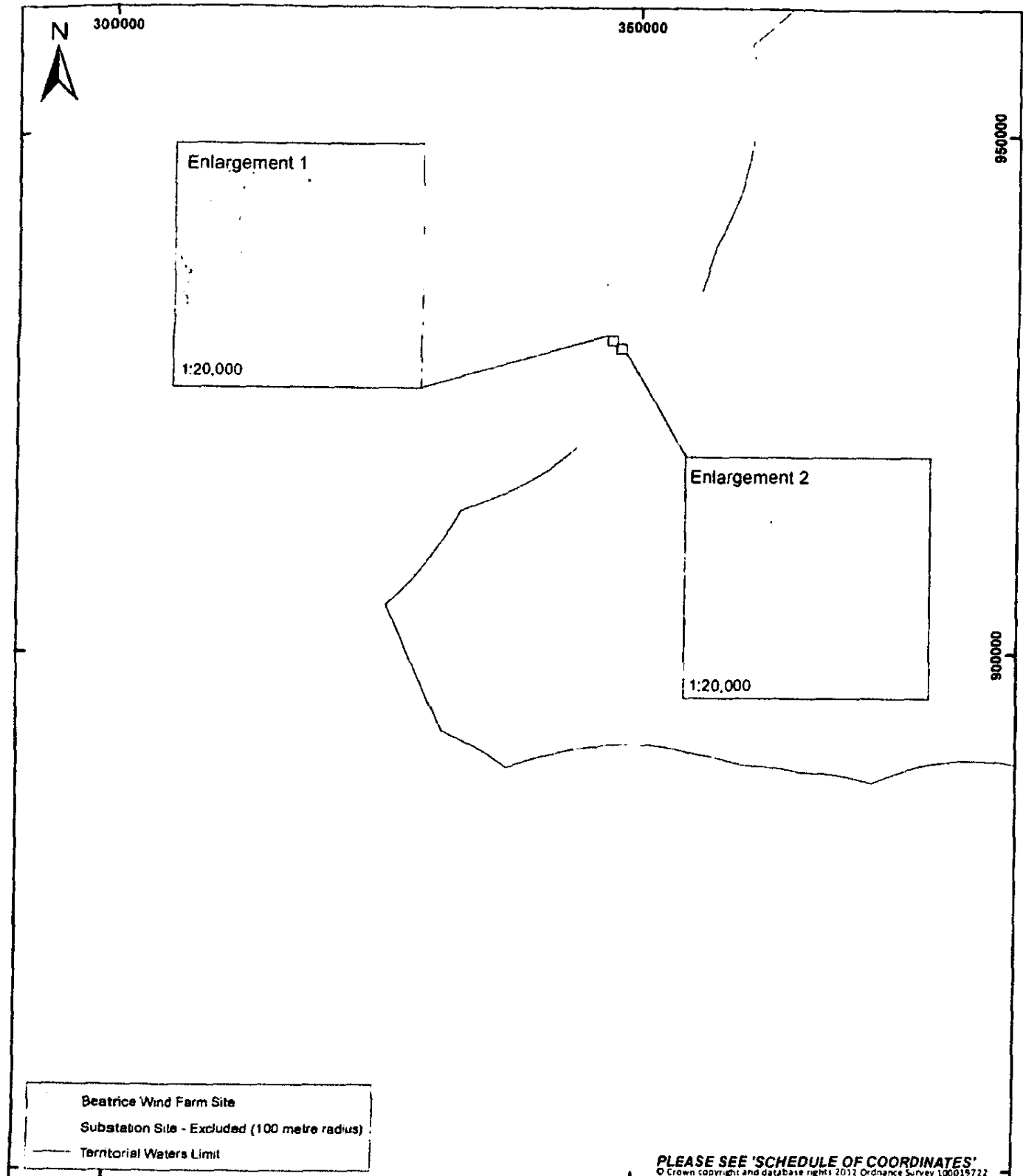
This is the plan referred to in the foregoing Standard Security by Beatrice Offshore Windfarm
Limited in favour of The Bank of Tokyo-Mitsubishi UFJ, Ltd as Security Trustee.

THE CROWN ESTATE	The Crown Estate 6 Bell's Brae Edinburgh EH4 3BJ	Scale: 1:500,000 @ A4	Coordinate System: British National Grid Datum: OSGB 1936
		Date: 30/03/2016	
		Author: JM	0 10 20 Km
		Reference: MAP/1603/003	

FILE COPY

CERTIFICATE OF THE
REGISTRATION OF A CHARGE

Company number: 350248

Charge code: SC35 0248 0006

The Registrar of Companies for Scotland hereby certifies that a charge dated 27th May 2016 and created by BEATRICE OFFSHORE WINDFARM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th June 2016.

Given at Companies House, Edinburgh on 15th June 2016

Companies House