

MG01

Particulars of a mortgage or charge



iris
LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.



What this form is NOT for

You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s.

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22/01/2010

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COMPANIES HOUSE

1

Company details

Company number

0 3 4 6 6 0 8 1

Company name in full

Bellhouse Energy Limited (the "Chargor")

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

Date of creation of charge

Date of creation

d2 d1 m0 m1 y2 y0 y1 y0

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description

24

A composite guarantee and debenture (the "Debenture") given by the Chargor to the Security Trustee (as defined overleaf).

4

Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

7

All obligations or liabilities of any kind from time to time whether they are (a) to pay money or to perform (or not to perform) any other act; (b) express or implied; (c) present, future or contingent; (d) joint or several; (e) incurred as a principal or surety or in any other manner; or (f) originally owing to the person claiming performance or acquired by that person from someone else, incurred under or in connection with the Finance Documents when they become due for payment or discharge (together the "Secured Obligations").

Continuation page

Please use a continuation page if you need to enter more details.

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5

Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page

Please use a continuation page if you need to enter more details.

Name

Fortis Bank, UK Branch

Address

5 Aldermanbury Square, London

(the "Chargee")

Postcode

E C 2 V 7 H R

Name

Address

Postcode

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page

Please use a continuation page if you need to enter more details.

Short particulars

1+95

- 1 The Chargor has charged, by way of first legal mortgage, all Land owned by it as at the date of the Debenture and any Rights accruing to, derived from or otherwise connected with it (including Insurances and proceeds of Disposal and of proceeds of Insurances).
- 2 The Chargor has charged, by way of first fixed charge, all of the Rights which it had as at the date of the Debenture and all of the Rights which it obtains at any time in the future in:
 - (a) Land, other than that charged under paragraph 1 above;
 - (b) Equipment;
 - (c) Investments;
 - (d) Portfolio Agreements/DSAs;
 - (e) Bank Accounts;
 - (f) Insurances;
 - (g) Intellectual Property;
 - (h) any Intercompany Loan;
 - (i) Debts; and
 - (j) goodwill and uncalled capital; and

any rights accruing to, derived from or otherwise connected with them (including insurances, and proceeds of Disposal and of Insurances).
- 3 It creates a first floating charge over all of the Chargor's other present and future assets.
- 4 It contains an undertaking by the Chargor that, without the agreement of the Security Trustee, no security interest of any kind, no similar arrangement and no contractual right of set-off will exist over any of its present or future assets except for certain limited permitted security interests described in the debenture.

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here.

Signature

Signature

X NORTON ROSE LLP

X

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

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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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

Norton Rose LLP

Address 3 More London Riverside

Post town

County/Region London

Postcode

S E 1 2 A Q

Country England

DX 85 London

Telephone +44 (0)20 7283 6000



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 the original deed with this form.
- ☒ You have entered the date the charge was created.
- ☒ You have supplied the description of the instrument.
- ☒ You have given details of the amount secured by the mortgagee or chargee.
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☒ You have entered the short particulars of all the property mortgaged or charged.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.



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.

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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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

The terms used in this Form MG01 have the meaning set out below:

Agent means Fortis Bank, UK Branch or any other person appointed as such in the manner contemplated by Clause 27 of the Facilities Agreement;

Bank Account means:

- (a) an account described in Schedule 7 of the Debenture (Bank Accounts);
- (b) any replacement and substitute accounts opened with the consent of the Agent; and
- (c) any account designated as a project account by the Chargor and the Agent in accordance with the Facilities Agreement;

Borrower means MEIF LG Energy Limited;

Debt means a monetary claim of any kind (whether present, future or contingent and whether originally owing to the person entitled to it or acquired by that person from someone else) and all Rights (including Security) connected with it;

Disposal means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of Security;

Equipment means:

- (a) the Equipment of which a brief description is contained in Schedule 3 of the Debenture (Equipment);
- (b) any Equipment that replaces any Equipment described in Schedule 3 (Equipment); and
- (c) all other plant, machinery, vehicles and other equipment used in a business, except equipment of a type which is disposed of in the ordinary course of trading;

Facilities Agreement means the £117,000,000 facilities agreement dated 23 January 2007, between amongst others, MEIF LG Energy Limited and the Security Trustee and certain financial institutions (as defined therein), as it may from time to time be amended, restated, novated or replaced (however fundamentally, including by an increase of any size in the amount of the facilities made available under it, the alteration of the nature, purpose or period of those facilities or the change of its parties;

Finance Documents means the Facilities Agreement and any transfer agreement thereto or any credit support in respect of the debt service reserve account contemplated therein, the accounts agreement between, amongst others, the Chargor and Fortis Bank S.A./N.V. dated 23 January 2007 and each deed accession thereto, the umbrella power purchase agreement direct agreement between the Borrower and British Gas Trading Limited dated 23 January 2007, the deed of priority between the Security Trustee and British Gas Trading Limited dated 23 January 2007, each hedging agreement entered into between the Borrower and each hedge provider pursuant to the Facilities Agreement, the hedging strategy letter between the Borrower and the Agent dated 23 January 2007, the intercreditor deed between, amongst others, the Chargor and the Finance Parties dated 23 January 2007 and each deed of accession thereto, certain security documents entered into pursuant to the Facilities Agreement, the arrangement fee letter dated 23 January 2007 and the agency fee letter dated 23 January 2007 and any other document designated as such by the Agent and Borrower;

Finance Parties means Fortis Bank S.A./N.V. as arranger, agent, account bank, technical bank, the Security Trustee or any other person appointed as such pursuant to the Facilities Agreement, each hedge provider and the lenders party to the Facilities Agreement from time to time;

Insurances means each of the policies of insurance or reinsurance purchased and maintained by, or on behalf of, the Chargor in accordance with the Facilities Agreement and future renewals thereof;

Intellectual Property means all copyright (including rights in computer software), patents, trade marks, trade names, service marks, business names (including internet domain names), design rights, database rights, semi-conductor topography rights and all other intellectual property or similar proprietary rights (whether registered or not and including applications to register or rights to apply for registration) which, in each case, are of a type which are not disposed of in the ordinary course of trading;

Intercompany Loan means any intercompany loans between the Chargor and any of its subsidiaries or group companies in accordance with the Facilities Agreement;

Investment means:

- (a) any shares or loan capital held in a Subsidiary;
- (b) any investment acquired after the date of the Debenture which is designated as an Investment by the Borrower and the Security Trustee at or about the time of its acquisition; and
- (c) any debt security or equity security or any warrant or option to acquire or subscribe for any such security (whether it is held directly or through a custodian, clearing house or other person) unless it is a type which is not held as an investment and is accordingly disposed of in the ordinary course of trading and any accretions to it and other Rights arising in connection with them (including any distributions and proceeds of Disposal of shares);

Land means:

- (a) freehold, leasehold or commonhold land;
- (b) any estate or interest in, and any Rights attaching or relating to, that land; and
- (c) any buildings, fixtures and fittings (including trade fixtures and fittings) and other equipment attached to, situated on or forming part of that land;

Portfolio Agreement/DSA means:

- (a) a contract described in Schedule 6 (Portfolio Agreement/DSAs) of the Debenture;
- (b) any contract that amends or replaces a contract described in Schedule 6 (Portfolio Agreement/DSAs) of the debenture;
- (c) any contract which is designated as a Portfolio Agreement or a DSA by the Borrower and the Agent;

Right means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary;

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

Security Trustee means Fortis Bank S.A/N.V., or any other person appointed as security trustee for the Finance Parties under the Finance Documents; and

Subsidiary has the meaning given to it in sections 736 and 736A of the Companies Act 1985.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 3466081
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 21 JANUARY 2010 AND CREATED BY
BELLHOUSE ENERGY LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO FORTIS
BANK, UK BRANCH UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 22 JANUARY
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 JANUARY
2010

D.J.S.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES