

MR01

Particulars of a charge

003809/26



Companies House

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 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 by a
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form,
scanned and placed on the public record



A22

A2J7ZGDT

18/10/2013

#63

COMPANIES HOUSE

FRIDAY

1 Company details

Company number 0 3 6 8 9 7 4 1

Company name in full BAGLAN GENERATING LIMITED



→ 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 6 m 1 0 y 2 0 y 1 3

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 Macquarie Bank Limited, London Branch

Ropemaker Place, 28 Ropemaker Street, London, EC2Y9HD

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

MRO1

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

Supplemental Legal Mortgage which is supplemental to a Debenture dated 28 June 2013 granted by the Company in favour of Macquarie Bank Limited, London Branch (registered under charge code 0368 9741 0003) includes (a) a mortgage over the Company's freehold interest in land with title number CYM575178 (land at Baglan Power Station, Baglan, Port Talbot, SA12 7GE) (the "Land"), (b) a fixed charge over all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Land, and (c) a fixed charge over all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Company's business carried on at the Land or the use of any part of the Land and all rights in connection with them

In accordance with the Supplemental Legal Mortgage, the charge or mortgage of or over any property includes all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings, including those which are deemed to be the property of the Company in accordance with a lease dated 18 October 2012 as amended by a deed of variation dated 14 December 2014) that are situated on or form part of that property at any time

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

Particulars of a charge

Trustee statement ^①

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

Signature

Please sign the form here

Signature

* ~~Recount~~ Wells Eng UK 44*

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name
Charlotte Doerr

Company name
McDermott Will & Emery UK LLP

Address
Heron Tower, 110 Bishopsgate

Post town
London

County/Region

Postcode
E C 2 N 4 A 7

Country

DX

Telephone
+44 (0) 20 7577 6994



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3689741

Charge code: 0368 9741 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th October 2013 and created by BAGLAN GENERATING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th October 2013.

P

Given at Companies House, Cardiff on 21st October 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

DATED 16 OCTOBER 2013

SUPPLEMENTAL LEGAL MORTGAGE

BETWEEN

BAGLAN GENERATING LIMITED

AND

MACQUARIE BANK LIMITED

MCDERMOTT WILL & EMERY UK LLP

110 BISHOPSGATE

LONDON EC2N 4AY

McDermott Will & Emery UK LLP

**WE HEREBY CERTIFY THIS TO
BE A TRUE COPY OF THE ORIGINAL**

McDERMOTT WILL & EMERY UK LLP

110 Bishopsgate

London

EC2N 4AY

Tel: +44 20 7577 6900

Fax: +44 20 7677 6950

EXECUTION VERSION

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EXECUTION VERSION

THIS DEED is dated 16 OCTOBER 2013

PARTIES

- (1) **BAGLAN GENERATING LIMITED** incorporated and registered in England and Wales with company number 03689741 whose registered office is at 16 Axis Court, Mallard Way, Swansea Vale, Swansea, Wales SA7 0AJ, United Kingdom (the "**Chargor**"); and
- (2) **MACQUARIE BANK LIMITED**, London Branch, a company incorporated in Australia and registered in England and Wales with company number FC018220, whose registered office is at Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD ("**MBL**").

BACKGROUND

- (A) This deed is supplemental to the Debenture dated 28 June 2013 between the Chargor and MBL (the "**Debenture**")
- (B) The Chargor owns the Mortgaged Property (as defined below).
- (C) The Chargor is entering into this charge in connection with the Relevant Documents (as defined below), including the Facility Agreement (as defined below).
- (D) The Chargor and MBL intend that this document take effect as a deed notwithstanding that it may be executed under hand.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise requires, terms defined in the Debenture shall have the same meaning when used in this deed including, for the avoidance of doubt, when used in provisions of the Debenture incorporated by reference into this deed. The following definitions also apply in this deed.

"**Borrower**" has the meaning given to that expression in the Facility Agreement.

"**Facility Agreement**" means the facility agreements providing for a letter of credit facility and a working capital facility originally dated 18 October 2012 as the same were amended, including by a supplemental deed dated 28 June 2013 between, the Chargor, the Borrower, the Parent and MBL pursuant to which the facility agreements were amended and restated and as further amended or restated from time to time,

"**Finance Document**" has the meaning given to that expression in the Facility Agreement,

"**Mortgaged Property**" means freehold or leasehold property (whether registered or unregistered) owned by the Chargor described in Schedule 1;

"Obligor" has the meaning given to that expression in the Facility Agreement;

"Parent" has the meaning given to that expression in the Facility Agreement;

"Relevant Documents" has the meaning given to that expression in the Facility Agreement,

"Secured Liabilities" means all present and future monies, obligations and liabilities owed by an Obligor and the Parent to MBL, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity whatsoever, including any under or in connection with any Relevant Document (including, without limitation, those arising under clause 22 3(b) of the Debenture as incorporated into this deed), together with all interest (including, without limitation, default interest) accruing in respect of those monies or liabilities; and

"Supplemental Secured Assets" means all the assets, property and undertaking for the time being subject to the Security Interests created by, or pursuant to, this deed.

1 2 Incorporation of interpretation and other provisions

The provisions of clauses 1 2 to 1.8 (inclusive) (other than clause 1 4) of the Debenture shall (as far as the context permits) apply to this deed as if set out in this deed in full except that references in the Debenture to "this deed" shall be construed as references to this deed.

1 3 Nature of security over real property

A reference in this deed to a charge or mortgage of or over the Mortgaged Property includes

- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings, including those which are deemed to be the property of the Chargor in accordance with the Lease) that are situated on or form part of that Mortgaged Property at any time, other than the Equipment,
- (b) the proceeds of the sale of any part of that Mortgaged Property and any other monies paid or payable in respect of or in connection with that Mortgaged Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargor in respect of that Mortgaged Property, and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of that Mortgaged Property.

2. PAYMENT OF SECURED LIABILITIES

2.1 Covenant to Pay

The Chargor shall, on written demand, pay to MBL and discharge the Secured Liabilities when they become due under the Finance Documents

2.2 Interest

If the Chargor fails to pay or procure the payment of any amount payable by it under clause 2.1 on its due date, without double counting as regards any amounts due under the Finance Documents, interest shall accrue at the rate and in the manner specified in Clause 10.3 (Default Interest) the Facility Agreement.

2.3 Further advances

This deed is made to secure, amongst other things, any further advances or other facilities made available by MBL under the Finance Documents, but it does not create any obligation on MBL to make any further advances or other facilities available.

3. GRANT OF SECURITY

3.1 Legal mortgage

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to MBL, by way of first legal mortgage, the Mortgaged Property.

3.2 Fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to MBL by way of first fixed charge

- (a) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Mortgaged Property, and
- (b) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Chargor's business carried on at the Mortgaged Property or the use of any Supplemental Secured Asset, and all rights in connection with them

4. REPRESENTATIONS AND WARRANTIES

4.1 Incorporation of representations and warranties

The representations and warranties set out in clause 5.2 to clause 5.8 (inclusive) of the Debenture shall apply to this deed as if set out in this deed in full (with the necessary modifications) and as if references in those clauses to

EXECUTION VERSION

- (a) "this deed" were to this deed;
- (b) a "Property" were to the Mortgaged Property; and
- (c) "Secured Assets" were to the Supplemental Secured Assets.

4.2 Times for making representations and warranties

The representations and warranties referred to in clause 4.1 are made by the Chargor on the date of this deed in relation to the Supplemental Secured Assets and the representations and warranties contained in clause 5.2 to clause 5.8 (inclusive) of the Debenture and incorporated by reference into this deed are deemed to be repeated in relation to the Supplemental Secured Assets on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

5. COVENANTS

5.1 Negative pledge and disposal restrictions

The Chargor shall not at any time, except with the prior written consent of MBL

- (a) create, purport to create or permit to subsist any Security Interest on, or in relation to, any Supplemental Secured Asset other than any Security Interest created by this deed or the Debenture;
- (b) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Supplemental Secured Assets; or
- (c) create or grant (or purport to create or grant) any interest in the Supplemental Secured Assets in favour of a third party,

in each case, except as permitted under the Facility Agreement

5.2 Incorporation of other covenants

The provisions of clause 6 (other than clause 6.1 and clauses 6.6 to 6.9 (inclusive)), clauses 7.1 to 7.4 (inclusive) and clause 8 of the Debenture shall apply to this deed and the Security Interests constituted by it as if set out in this deed in full (with the necessary modifications) and as if references in those clauses to

- (a) "this deed" were to this deed,
- (b) a "Property" were to the Mortgaged Property, and
- (c) "Secured Assets" were to the Supplemental Secured Assets

6. PERFECTING THE SECURITY

6.1 Registration at the Land Registry

The Chargor consents to an application being made by MBL to the Land Registrar for the following restriction in Form P to be registered against its title to the Mortgaged Property

"No disposition of the registered estate by the proprietor of the registered estate [or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE] in favour of Macquarie Bank Limited, London Branch referred to in the charges register [or [their conveyancer or specify appropriate details]] "

7. INCORPORATION OF TERMS FROM DEBENTURE

The provisions of clause 4 and clause 10 to clause 22 (inclusive) (other than clause 22.12) of the Debenture shall apply to this deed and the Security Interests constituted by it as if set out in this deed in full (with the necessary modifications) and this deed shall be construed with the intent and effect that all the rights, obligations, covenants, assurances and provisions, express or implied, contained in or subsisting in relation to the Debenture in those provisions shall apply to this deed and to the Security Interests constituted by it as if expressly set out in this deed and as if references in the Debenture to

- (a) "this deed" were to this deed;
- (b) a "Property" were to the Mortgaged Property, and
- (c) "Secured Assets" were to the Supplemental Secured Assets

8. CONTINUATION OF EXISTING SECURITY

8.1 Debenture remains in full force and effect

Except as supplemented by this deed, the Debenture remains in full force and effect. The definition of "Secured Assets" contained in the Debenture shall, for the avoidance of doubt, include all, or the relevant part, of the rights, property, assets and undertaking mortgaged, charged or assigned, as the case may be, under clause 3.

8.2 References to this deed in Debenture

References in the Debenture to "this deed" and similar expressions are deemed to be references to the Debenture as supplemented by this deed.

EXECUTION VERSION

8.3 Designation as a Finance Document

This deed is designated a Finance Document

9. COUNTERPARTS

This deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document

10. GOVERNING LAW AND JURISDICTION

10.1 Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

10.2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims) Nothing in this clause shall limit the right of MBL to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of that other jurisdiction.

10.3 Other service

The Chargor irrevocably consents to any process in any legal action or proceedings under clause 10.2 being served on it in accordance with the provisions of this deed relating to service of notices Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it


Schedule 1 Mortgaged Property


| <u>Address</u> | <u>Title Number</u> | <u>Chargor/Registered Proprietor</u> |
|---|----------------------------|---|
| Baglan Power Station Baglan Port Talbot SA12 7GE | CYM575178 | Baglan Generating Limited |

EXECUTION VERSION

SIGNATURES

Executed as a deed by **BAGLAN
GENERATING LIMITED** acting
by its duly appointed attorneys


.....
Attorney
Name. **GORDON PARSONS** (DIRECTOR)


.....
Attorney
Name **DOUGLAS MCELISH** (DIRECTOR)

Address 16 Axis Court, Mallard Way, Swansea Vale, Swansea, Wales SA7 0AJ,
United Kingdom
Fax Number. 01639 876 068
Attention Company Secretary
Email: murray paterson@sbpower.co.uk

Executed as a deed by
**MACQUARIE BANK LIMITED,
LONDON BRANCH** acting by its
duly appointed attorneys

.....
Attorney
Name.

.....
Attorney
Name

Contact details

Address Ropemaker Place, 28 Ropemaker Street, London, EC2Y 9HD
Fax Number +44 20 3037 5700
Attention FICC Legal London
Email ficclegallon@macquarie.com

SIGNATURES

Executed as a deed by **BAGLAN
GENERATING LIMITED** acting
by its duly appointed attorneys


... ..
Attorney
Name:

.....
Attorney
Name:

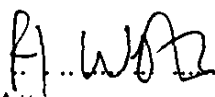
Address: 16 Axis Court, Mallard Way, Swansea Vale, Swansea, Wales SA7 0AJ,
United Kingdom
Fax Number 01639 876 068
Attention Company Secretary
Email murray paterson@sbpower.co.uk

Executed as a deed by
**MACQUARIE BANK LIMITED,
LONDON BRANCH** acting by its
duly appointed attorneys

Matthew Booth
Division Director


.....
Attorney
Name:

(Signed in London, POA Ref #938
dated 22nd November 2012)


.....
Attorney
Name:

Paul Weston
Associate Director

Contact details:

Address. Ropemaker Place, 28 Ropemaker Street, London, EC2Y 9HD
Fax Number +44 20 3037 5700
Attention: FICC Legal London
Email ficclegallon@macquarie.com