

MG01

Particulars of a mortgage or charge



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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
particulars of a charge for
company. To do this, please
use form MG01s

TUESDAY



L143WD1C

LD5

06/03/2012

#33

COMPANIES HOUSE

1 Company details

Company number 0 7 0 9 7 2 8 0

Company name in full Centrica (Lincs) Wind Farm Limited ("the **Chargor**")

3 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 d2 m0 m2 y2 y0 y1 y2

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 Second ranking floating share charge security document (the "**Security Document**") dated 22 February 2012 between the Chargor, Lincs Renewable Energy Holdings Limited, and Lloyds TSB Bank plc (the "**Security Trustee**" as security trustee (which expression includes its successors in title, permitted assigns and permitted transferees) for the benefit of the Secured Creditors)

4 Amount secured

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

Amount secured The "**Liabilities**", which are defined in the Security Document as meaning all present and future moneys, debts and liabilities due, owing or incurred by (i) the Borrower to the Offtakers and the Security Trustee under or in connection with any Offtaker Document to which it is a party, and (ii) the Borrower to the Finance Parties under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) together with any Additional Debt

Continuation page

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

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Particulars of a mortgage or charge

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	Lloyds TSB Bank Plc
Address	25 Gresham Street, London
Postcode	E C 2 V 7 H N
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

PLEASE SEE ATTACHED CONTINUATION PAGES

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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

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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 870).

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 866). 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).

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Signature

Please sign the form here

Signature

Signature

X *Linlaters LLP*

X

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

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Particulars of a mortgage or 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 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 John Pickett

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country England

DX DX10 London/City

Telephone 02074562000



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:

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included the original deed with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☒ [x] 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, 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

Short particulars of all the property mortgaged or charged

Continuation page (1)

Centrica (Lincs) Wind Farm Limited, Registered Number 07097280

1 FLOATING CHARGE

Creation: Subject to the Share Pledges and the First Ranking Floating Share Charge, the Chargor, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Security Trustee (as trustee for the Secured Creditors) by way of second floating charge, all its present and future Pledged Securities and Dividends

Note 1 In this form MG01, any capitalised term which is not defined in this form MG01 has the meaning given to it in the Facilities Agreement unless otherwise stated

"Account Bank" means Lloyds TSB Bank plc or any other bank replacing it in accordance with the Accounts Agreement,

"Additional Debt" means, in relation to any Debt, any money, debt or liability due, owing or incurred under or in connection with

- (a) any refinancing, novation, deferral or extension of that Debt,
- (b) any further advance which may be made under any document, agreement or instrument supplemental to any document, agreement or instrument relating to that Debt together with any related interest, fees and costs,
- (c) any claim for damages or restitution in the event of rescission of that Debt or otherwise in connection with any document, agreement or instrument relating to that Debt,
- (d) any claim against the Borrower flowing from any recovery by the Borrower or any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer of a payment or discharge in respect of that Debt on the grounds of preference or otherwise, and
- (e) any amount (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings,

"Agent" means Lloyds TSB Bank plc (and any of its successors in title, permitted assigns and permitted transferees),

"Borrower" means Lincs Wind Farm Limited, a company incorporated in Scotland with its registered address at No 1 Waterfront Avenue, EH5 1SG Edinburgh, with registered number SC213646,

"Charge" means the floating charge Security created or expressed to be created by or pursuant to the Security Document,

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charge or any part of those assets,

Short particulars of all the property mortgaged or charged

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Centrica (Lincs) Wind Farm Limited, Registered Number 07097280

"Debt" means the Senior Debt, Offtaker Debt and Junior Debt (as defined in the Security Trust and Intercreditor Deed),

"Dividends" means, in relation to any of the Pledged Securities, all present and future

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of that Pledged Security,
- (b) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of that Pledged Security,
- (c) allotments, offers and rights accruing or offered in respect of that Pledged Security, and
- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of that Pledged Security,

"Facilities Agreement" means the facilities agreement dated on or about the date of the Security Document between, *inter alios*, the Chargor and the Security Trustee

"Finance Document" means

- (a) the Facilities Agreement,
- (b) the Security Trust and Intercreditor Deed,
- (c) the Accounts Agreement,
- (d) the Security Documents,
- (e) until such time as no Shareholder or Shareholder Affiliate has or may have any actual or contingent obligation to make any Shareholder Contribution, the Shareholder Support and Share Retention Agreement,
- (f) until such time as there are no Available Base Commitments, Available Contingent Commitments and Available Ringfenced Commitments (each as defined in the Shareholder Support and Share Retention Agreement), any Shareholder Affiliate Credit Support, and any Investor Funding Guarantee,
- (g) the Lincs Holdings Deed of Assignment (as defined in the Shareholder Support and Share Retention Agreement),
- (h) any Hedging Agreement entered into with a Hedging Counterparty,
- (i) any Acceptable Collateral,
- (j) any Acceptable Collateral Loan Agreement,
- (k) any Fee Letter,
- (l) any Utilisation Request, and
- (m) the Direct Agreements,

Short particulars of all the property mortgaged or charged

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Centrica (Lincs) Wind Farm Limited, Registered Number 07097280

and all other documents designated in writing as such by the Agent and the Borrower,

"Finance Parties" means the Lenders, the Hedging Counterparties, the Agent, the Security Trustee, the Account Bank, the Issuing Bank and the Mandated Lead Arrangers, and **"Finance Party"** means any one of them,

"First Ranking Floating Share Charge" means the first ranking floating share charge dated on or about the date of the Security Document and given by the Chargor in favour of the Security Trustee (acting as trustee for the Finance Parties),

"Hedging Counterparty" means

- (a) a bank or financial institution which at the date it enters into an ISDA Master Agreement forming part of a Hedging Agreement meets the criteria set out in paragraphs 2 1 1 or, as applicable, 2 2(ii) of the Hedging Programme, or
- (b) a Sponsor Lender in its capacity as a hedging counterparty which at the date it enters into an ISDA Master Agreement forming part of a Hedging Agreement meets the criteria set out in paragraphs 2 1 2 or, as applicable, 2 3 4 of the Hedging Programme,

and, in each case, which is (or, at the date of execution of a Hedging Agreement, will be) party to a Hedging Agreement with the Borrower and which, is an original party to, or has acceded to, the Security Trust and Intercreditor Deed as a "Hedging Counterparty" in accordance with the terms of the Security Trust and Intercreditor Deed,

"Issuing Bank" means Lloyds TSB Bank plc (and any of its successors in title, permitted assigns and permitted transferees),

"Lenders" means the Term Loan Facility Lenders, the OFTO Facility Lenders, the Standby Facility Lenders, the LC Facility Lenders, the WC Facility Lenders and the VAT Facility Lenders,

"Mandated Lead Arrangers" means Abbey National Treasury Services Plc (trading as Santander Global Banking & Markets), BNP Paribas, London Branch, Nordea Bank Danmark A/S, Skandinaviska Enskilda Banken AB (publ), London Branch, Unicredit Bank AG, London Branch, DNB Bank ASA, HSBC Bank Plc, KfW IPEX-Bank GmbH, London Branch, Lloyds TSB Bank plc, and The Bank of Tokyo-Mitsubishi UFJ, Ltd ,

"Offtaker Documents" means the Security Trust and Intercreditor Deed, each Offtaker Trading Document, each Power Purchase Direct Agreement and the Second Ranking Security Documents,

"Offtakers" means the BGTL Offtaker and the DONG Offtaker (each, an **"Offtaker"**),

"Pledged Securities" means

- (a) all present and future shares in the Borrower, including the 59,897,982 shares of £1 each (50% of the shares of the Borrower) issued and outstanding at the date of the

Short particulars of all the property mortgaged or charged

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Centrica (Lincs) Wind Farm Limited, Registered Number 07097280

Security Document as described in Schedule 1 (*The Chargers and Pledged Securities*) of the Security Document,

- (b) all rights relating to any of those shares which are deposited with or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including any rights against any such person), and
- (c) all warrants, options and other rights to subscribe for, purchase or otherwise acquire any of those shares,

in each case now or in the future owned by the Chargor or (to the extent of their interest) in which the Chargor now or in the future have an interest and "**Pledged Security**" shall mean all or any of them, as appropriate,

"**Secured Creditors**" means the Finance Parties, the Offtakers and the Security Trustee (in the capacity as security trustee for and on behalf of the Offtakers), and

"**Share Pledges**" means the share pledge granted by Lincs Renewable Energy Holdings Limited to the Security Trustee and the share pledge granted by the Chargor to the Security Trustee with respect to the Charged Assets on or around the date of the Security Document

Short particulars of all the property mortgaged or charged

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Centrica (Lincs) Wind Farm Limited, Registered Number 07097280

Note 2 The Security Document provides that

- 1 **Security.** The Chargor shall not create or permit to subsist any Security over any Charged Asset except as permitted by clause 23 6 (*Negative pledge*) of the Facilities Agreement
- 2 **Disposal:** Except as permitted by Clause 4 3 (*Further assurance*) of the Security Document and clause 14 (*Transfers*) of the Shareholder Support and Share Retention Agreement, the Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Charged Asset except as permitted by clause 23 14 (*Disposals*) of the Facilities Agreement
- 3 **Conversion by Notice.** The Security Trustee may convert the Charge over all or any of the Charged Assets into a fixed charge by notice to the Chargor specifying the relevant Charged Assets (either generally or specifically)
 - (a) if it considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or
 - (b) while an Enforcement Event is continuing
- 4 **Automatic Conversion:** If
 - (a) the Chargor takes any step to create any Security in breach of paragraph 1 (*Security*) of this Note 2 of the continuation page over any of the Charged Assets, or
 - (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed charge

For the purposes of this Note 2

"Enforcement Event" means an Event of Default,

"Event of Default" means any event or circumstance specified as such in clause 24 (*Events of Default and remedies*) of the Facilities Agreement,

"Security" means a mortgage, standard security, charge (fixed or floating), pledge, lien, assignment, assignation, hypothecation, set-off or trust arrangement for the purpose of creating security, reservation of title or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect, and

"Shareholder Support and Share Retention Agreement" means the shareholder support and share retention agreement dated on or about the date of the Security Document between, among others, the Borrower, Lincs Renewable Energy Holdings Limited and the Chargor



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 7097280
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECOND RANKING FLOATING
CHARGE SECURITY DOCUMENT DATED 22 FEBRUARY 2012
AND CREATED BY CENTRICA (LINCS) WIND FARM LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE BORROWER TO THE OFFTAKERS AND LLOYDS TSB BANK
PLC AND FROM THE BORROWER TO THE FINANCE PARTIES
ON ANY ACCOUNT WHATSOEVER 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 6 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 MARCH 2012

