

MG01

Particulars of a mortgage or charge



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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")

7 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 d4 m0 m9 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 Assignment in Security (the "Charge") dated 22 February 2012 between the Chargor 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 Charge as meaning all present and future moneys, debts and liabilities due, owing or incurred by (i) the Company to the Offtakers and the Security Trustee under or in connection with any Offtaker Document to which it is a party and (ii) the Company to the Finance Parties under or in connection with any Finance Document (in each case, whether alone or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise), together with any related Additional Debt

The capitalised terms used in this Form MG01 and not otherwise defined shall have the meaning given to them in the attached continuation pages

Continuation page

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

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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

- 1 The Chargor has pledged and assigned to the Security Trustee as trustee for the Secured Creditors
- 1 1 subject to the First Ranking Security Documents, its whole right, title, interest and benefit in and to the Charged Assets, and
- 1 2 the Chargor's reversionary interest and all other interests, rights, titles, and benefits in and to the Charged Assets arising under the First Share Pledge including without limitation to the foregoing the right to the balance of any sale proceeds derived from the enforcement of the First Share Pledge

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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 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).

9 Signature

Please sign the form here

Signature

Signature 

☒ For and on behalf of Shepherd and Wedderburn LLP (acting on behalf of the Security Trustee) ☒

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 Andrew Kinnes

Company name Shepherd and Wedderburn LLP

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode E H 3 8 U L

Country UK

DX DX 551970 Edinburgh 53

Telephone 0131 228 9900



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,
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

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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

"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) as agent for the Finance Parties,

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

"Charged Assets" means the Pledged Securities and Dividends,

"Company" means Lincs Wind Farm Limited, a company incorporated in Scotland whose registered office is at No 1 Waterfront Avenue, Edinburgh EH5 1SG, registered number SC213646,

"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 22 February 2012 between, inter alios, the Chargor, the Original Lenders set out therein and the Security Trustee,

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Finance Document" means</p> <ul style="list-style-type: none"> (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, <p>and all other documents designated in writing as such by the Agent and the Borrower,</p> <p>"Finance Parties" means the Lenders and the Hedging Counterparties and, where the context so requires, the Agent, the Security Trustee, the Account Bank, the Issuing Bank and the Mandated Lead Arrangers, and "Finance Party" means any one of them,</p> <p>"First Ranking Floating Charge" means the first ranking floating charge (under English law) dated 22 February 2012 granted by the Chargor in favour of the Security Trustee (acting as trustee for the Finance Parties) in respect of the Charged Assets,</p> <p>"First Ranking Security Documents" means (i) the First Share Pledge and (ii) the First Ranking Floating Charge,</p> <p>"First Share Pledge" means the pledge of shares (under Scots law) dated 22 February 2012 by the Chargor in favour of the Security Trustee in respect of its shareholding in the Company,</p> <p>"Hedging Counterparty" means</p> <ul style="list-style-type: none"> (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, <p>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,</p>

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"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 (each as defined in the Facilities Agreement),

"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, 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 (as defined in the Security Trust and Intercreditor Deed), each Power Purchase Direct Agreement and the Second Ranking Security Documents,

"Offtakers" means the BGTL Offtaker and the DONG Offtaker (each as defined in the Security Trust and Intercreditor Deed) (each, an "Offtaker"),

"Pledged Securities" means

- (a) all present and future shares in the Company, including the 12,500,000 shares of £1 each issued and outstanding at 5 September 2012,
- (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 its interest) in which the Chargor now or in the future has an interest and "Pledged Security" shall mean all or any of them, as appropriate,

"Power Purchase Direct Agreements" means the direct agreements dated on or about the date of the Chargor's execution of the Charge between

- (a) the Borrower, BGTL and the Security Trustee in respect of the BGTL PPA, and
- (b) the Borrower, DONG Naturgas and the Security Trustee in respect of the DONG PPA,

"Second Ranking Floating Charge" means the second ranking floating charge (under English law) dated 22 February 2012 granted by the Chargor in favour of the Security Trustee (acting as trustee for the Secured Creditors) in respect of the Charged Assets,

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Please give the short particulars of the property mortgaged or charged

Short particulars

"Second Ranking Security Documents" means

- (a) the fixed and floating security document (under English law) dated 22 February 2012 and given by the Borrower in favour of the Security Trustee (acting as trustee for the Secured Creditors) in respect of all of its assets excluding the Distributions Account and the Decommissioning Account,
- (b) a floating charge (under English law) dated 22 February 2012 and given by the Borrower in favour of the Security Trustee (acting as trustee for the Secured Creditors) over the Distributions Account,
- (c) a bond and floating charge (under Scottish law) dated 22 February 2012 and given by the Borrower in favour of the Security Trustee (acting as trustee for the Secured Creditors),
- (d) a floating charge (under Scottish law) dated 22 February 2012 and given by the Borrower in favour of the Security Trustee (acting as trustee for the Secured Creditors) over the Distributions Account,
- (e) assignments in security (under Scottish law) dated 22 February 2012 and given by the Shareholders in favour of the Security Trustee (acting as trustee for the Secured Creditors) in respect of their reversionary interests in the Shares pledged to the Security Trustee (acting as trustee for the Secured Creditors), and
- (f) floating charges (under English law) dated 22 February 2012 and given by the Shareholders in favour of the Security Trustee (acting as trustee for the Secured Creditors) over, inter alia, the Shares held by the Shareholders (and certain related rights),

"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

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"Security Trust and Intercreditor Deed" means the deed so entitled dated 22 February 2012, between, *inter alios*, the Agent, the Lenders, the Hedging Counterparties, the Security Trustee, the Offtakers and the Borrower

Note The Charge provides that

- 2 1 The Chargor shall not create or permit to subsist any Security over any of the Charged Assets other than, the Charge, the First Ranking Security Documents and the Second Ranking Floating Charge
- 2 2 Subject to Clause 14 (*Transfer*) of the Shareholder Support and Share Retention Agreement and the First Ranking Security Documents, 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, transfer or otherwise dispose of any Charged Asset



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. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNATION IN SECURITY
DATED 24 SEPTEMBER 2012 AND CREATED BY CENTRICA
(LINCS) WIND FARM LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM LINCS WIND FARM LIMITED
TO THE OFFTAKERS AND LLOYDS TSB BANK PLC ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE AND ALL MONIES DUE OR TO BECOME DUE
FROM LINCS WIND FARM LIMITED 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 OCTOBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 OCTOBER
2012



Companies House

OK



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**