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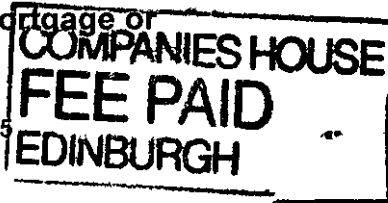
COMPANIES FORM No 410(Scot)

## Particulars of a charge created by a company registered in Scotland

# 410

A fee of £13 is payable to Companies House in  
respect of each register entry for a mortgage or  
charge

Pursuant to section 410 of the Companies Act 1985



CHFP025

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write in this  
margin

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies  
(Address overleaf Note 6)

For official use

Company number

1114

SC264324

Name of company

\* Cathkin Energy Limited (the "Chargor")

Date of creation of the charge (note 1)

22 February 2007

Description of the instrument (if any) creating or evidencing the charge (note 1)

Composite Guarantee and Debenture (the "Debenture")

Amount secured by the charge

Certain liabilities under the Finance Documents, which include a facilities agreement dated 23 January 2007 between, amongst others, MEIF LG Energy Limited (the "Borrower"), MEIF LG ROC Limited, Fortis Bank S.A /N V (as the arranger, Agent, Security Trustee, technical bank and account bank) and the lenders party thereto from time to time, as amended or replaced from time to time (the "Facilities Agreement") and all obligations from time to time incurred by the Chargor under or in connection with the £6 million Tranche B2 Facility and the £10 million Tranche C Facility of the Facilities Agreement when they become due for payment or discharge (together the "Secured Obligations")

Names and addresses of the persons entitled to the charge

Fortis Bank S A /N V , Camomile Court, 23 Camomile Street, London EC3A 7PP  
(the "Chargee") on behalf of itself and the Finance Parties

Presentor's name address telephone  
number and reference (if any)

Maclay Murray & Spens LLP  
3 Glenfinlas Street  
Edinburgh  
EH3 6AQ

0131 226 5196

For official use (06/2005)

Charges Section

THURSDAY



SCT

\*SIYDINOE\*

08/03/2007

684

COMPANIES HOUSE

Short particulars of all the property charged

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legibly, preferably  
in black type, or  
bold block lettering

See Continuation Sheet 1

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

Particulars as to commission, allowance or discount paid (see section 413(3))

Nil

A fee is payable  
to Companies  
House in respect  
of each register  
entry for a  
mortgage or  
charge  
(See Note 5)

Signed *Andrew Leung* FOR AND ON BEHALF OF Date 8 March 2007  
On behalf of ~~XXXXXX~~ [chargee] † MACLAY MURRAY & SPENS LLP

Notes

† delete as  
appropriate

- 1 A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act (Examples: date of signing of an Instrument of Charge, date of recording/registration of a Standard Security, date of intimation of an Assignment)
- 2 In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge, and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it
- 3 A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered
- 4 A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is: Companies House, 37 Castle Terrace, Edinburgh EH1 2EB  
DX 235 Edinburgh or LP 4 Edinburgh 2

## **Continuation sheet 1**

To the Registrar of Companies

Name of company

Company number

SC264324

Cathkin Energy Limited

("the Company")

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### **Short particulars of all the property charged**

- 1        The Chargor has charged, by way of first legal mortgage all the Land set out in Schedule 4 of the Debenture and all other Land owned by it as at the date of the Debenture and any Rights accruing to, derived from or otherwise connected with it (including i) Insurances, ii) proceeds of Disposal, and iii) proceeds of Insurance)
  
- 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 Agreement/DSAs,
  - (e)     Bank Accounts,
  - (f)     Intellectual Property,
  - (g)     Insurances,
  - (h)     any Intercompany Loan,
  - (i)     Debts, and
  - (j)     goodwill and uncalled capital,and in any Rights accruing to, derived from or otherwise connected with them (including (i) Insurances, (ii) proceeds of Disposal and (iii) proceeds of Insurance)
  
- 3        The Chargor has charged, by way of first floating charge, its undertaking and all its present and future assets other than those

- (a) effectively charged under paragraphs 1 or 2 above, or
- (b) those assets (whether or not the same are effectively charged under paragraphs 1 or 2 above) situated in Scotland

## NOTES

- A Pursuant to clause 5.1 of the Debenture the Chargor will ensure that the restrictions contained in clause 5 of the Debenture are complied with unless the Security Trustee agrees to the contrary
- B Pursuant to clause 5.2 of the Debenture the Chargor will ensure that no Security will exist over, or in relation to, any Charged Asset other than certain security interests permitted by the Finance Documents
- C Pursuant to clause 5.3 of the Debenture the Chargor will ensure that there will be no Disposal of any Fixed Charge Asset other than certain disposals permitted by the Finance Documents or in accordance with the Facilities Agreement
- D Pursuant to clause 5.4 of the Debenture the Chargor will ensure that there will be no Disposal of any Floating Charge Asset other than certain disposals permitted by the Finance Documents or in accordance with the Facilities Agreement

The terms used in this Form 410 have the meaning set out below

**“Agent”** means Fortis Bank S A /N V , 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,
- (b) account that replaces an account described in Schedule 7 of the Debenture, and
- (c) account established after the date of the Debenture which is designated as a Bank Account by the Borrower and the Security Trustee at or about the time of its establishment,

**“Charged Assets”** means the Fixed Charge Assets and the Floating Charge Assets,

**“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,
- (b) any Equipment that replaces any Equipment described in Schedule 3 of the Debenture, 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,

and all warranties and other Rights relating to them,

**“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 Borrower and Fortis Bank S A /N V dated 23 January 2007 and each deed of accession thereto, the umbrella power purchase 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 Borrower 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,

**“Fixed Charge Assets”** means those assets which are from time to time the subject of paragraphs 1, 2 and 3 above,

**“Floating Charge Assets”** means those assets which are from time to time the subject of paragraph 3 above,

**“Group”** means MEIF LG Energy Limited and all of its Subsidiaries,

**“Insurances”** means each of the policies of insurance or reinsurance required to be purchased and maintained by, or by a Group member or on behalf of the, Chargor 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 Borrower and any of its subsidiaries or group companies in accordance with the Facilities Agreement,

**“Investment”** means

- (a) an investment described in Schedule 5 (*Investments*) of the Debenture,
- (b) any shares or loan capital held in a Subsidiary,
- (c) 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
- (d) any other debt 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 of a type which is not held as an investment and is accordingly disposed of in the ordinary course of trading,

and any accretions to them 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, including that set out in Schedule 4 of the Debenture,
- (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,

but, for the avoidance of doubt, excluding any heritable freehold land situated in Scotland,

**“Portfolio Agreement/DSA”** means

- (a) a contract described in Schedule 6 of the Debenture,
- (b) any contract that amends or replaces a contract described in Schedule 6 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

All other defined terms have the meaning given to them in the Facilities Agreement

**FILE COPY**



**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

Company number 264324

I hereby certify that a charge created by

CATHKIN ENERGY LIMITED

on 22 FEBRUARY 2007

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of FORTIS BANK S.A./N.V.

was delivered pursuant to section 410 of the Companies Act, 1985,  
on 8 MARCH 2007      given at Companies House, Edinburgh  
12 MARCH 2007



**C O M P A N I E S   H O U S E**



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