

MG01s

Particulars of a charge created by a company
registered in Scotland



FREE PAID £13

EDINBURGH

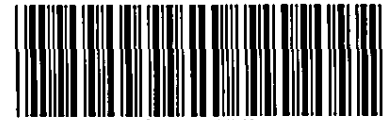
A fee is payable with this form.

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 charge created by a
Scottish company.

☐ **What this form is NOT for**
You cannot use this form to
particulars of a mortgage or
created by a company in E
and Wales or Northern Ire
this, please use form MG01



SCT 26/09/2011 485
COMPANIES HOUSE

1 Company details

Company number S C 2 6 4 3 2 4

Company name in full Cathkin 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 d1 d2 m0 m9 y2 y0 y1 y1

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge e.g. 'Standard security', 'Floating charge' etc.

Description Assignment in security

4 Amount secured

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

Amount secured All Obligations from time to time incurred by the Chargor under
or in connection with the Finance Documents when they become
due for payment or discharge

"Obligations" in relation to a person, means all
obligations or liabilities of any kind of that
person 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

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

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 as security trustee for itself and the						
Address	10 Harewood Avenue, London						
Postcode	N	W	1		6	A	A
Name							
Address							
Postcode							

6 Short particulars of all the property charged

Please give the short particulars of the property charged.

Continuation page

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

Short particulars

The Chargor assigns all its right, title and interest in and to the Assigned Document and the Related Rights.

Definitions:-

"Assigned Document" means the landfill gas agreement relating to Cathkin landfill site dated 10 and 12 November 2004 among the Chargor, Glasgow City Council and CLP Envirogas Limited (Registered Number 03720203).

"Related Rights" means all rights, remedies, benefits and entitlements from time to time accrued or accruing to the Chargor under or in respect of the Assigned Document including, without limitation:

- (a) the right to payment of all amounts due thereunder;
- (b) the proceeds of all payments thereunder and of all claims, awards, adjudications and judgments under or in respect thereof;
- (c) all claims for damages in respect of any breach thereof;
- (d) the benefit of any warranties and indemnities;
- (e) all rights of termination or rescission; and
- (f) the right to require and enforce performance by the other party or parties of its or their obligations thereunder by way of adjudication, arbitration, proceedings or otherwise.

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Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①

N/A

① 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.

Continuation page

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

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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

None.

9

Delivery of instrument

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 (UK), comprising property situated outside the UK, 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 UK. Certified copies of any other documents relevant to the charge should also be delivered.

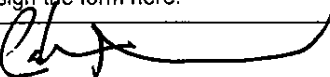
10

Signature ②

Please sign the form here.

Signature

Signature



X

For and on behalf of MacIay Murray & Spens LLP

X

② Signature

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 HAFH/JYB/FOR/109/3

Company name
Maclay Murray & Spens LLP

Address Quatermile One

15 Lauriston Place

Post town Edinburgh

County/Region

Postcode E H 3 9 E P

Country United Kingdom

DX DX ED137 Edinburgh

Telephone 0131 228 7000



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 deed (if any) 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 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 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 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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Amount secured

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

Amount secured

"**Account Bank**" means Fortis Bank S.A./N.V. or any other person appointed as such under the Accounts Agreement (as defined in the Facilities Agreement);

"**Agent**" means Fortis Bank S.A./N.V. or any other person appointed as such in the manner contemplated by clause 27 (*Role of the Administrative Parties*) of the Facilities Agreement;

"**Arranger**" means Fortis Bank S.A./N.V.;

"**Borrower**" means MEIF LG Energy Ltd (incorporated in England and Wales with number 6048951) whose registered office is at Level 28, CityPoint, 1 Ropemaker Street, London EC2Y 9HD;

"**Facilities Agreement**" means the £117,000,000 facilities agreement dated 23 January 2007 between the Borrower, the Security Trustee and the 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:

- (a) the Facilities Agreement;
- (b) the Accounts Agreement;
- (c) the Umbrella PPA Direct Agreement;
- (d) the Deed of Priority;
- (e) each Hedging Agreement entered into between a Hedge Provider and the Borrower;
- (f) the Hedging Strategy Letter;
- (g) the Intercreditor Deed;
- (h) the Security Documents;
- (i) the Fee Letters;
- (j) each Intercreditor Deed of Accession;
- (k) each Accounts Deed of Accession;
- (l) each Transfer Agreement;
- (m) any Acceptable DSR Credit Support; and
- (n) any other document designated as such by the Agent and the Borrower; (each of (b) to (m) inclusive as defined in the Facilities Agreement);

"**Finance Parties**" means the Agent, the Arranger, the Security Trustee, the Account Bank, each Hedge Provider, the Technical Bank and the Lenders and "**Finance Party**" means any of them;

"**Hedge Provider**" means a person that has entered into a Hedging Agreement (as defined in the Facilities Agreement) with the Borrower and who, at the date of entering into the Hedging Agreement, satisfies the requirements contained in the Hedging Strategy Letter (as defined in the Facilities Agreement);

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Amount secured

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

Amount secured

"**Lenders**" means the Original Lenders and any Transferees and "**Lender**" means any of them which in each case has not ceased to be a Party in accordance with the terms of the Facilities Agreement;

"**Original Lenders**" means at any time those banks and financial institutions listed in Schedule 1 (*The Original Lenders*) to the Facilities Agreement as Tranche A Lenders, Tranche B1 Lenders, Tranche B2 Lenders, Tranche C Lenders or Tranche D Lenders (each as defined in the Facilities Agreement) which have not transferred all their rights and obligations under the Facilities Agreement to a Transferee;

"**Party**" means a party to the Facilities Agreement;

"**Technical Bank**" means Fortis Bank S.A./N.V. and/or any other person appointed to act in such capacity under the Facilities Agreement.

"**Transferee**" means a bank or financial institution (which may or may not already be a Lender) to which a Lender transfers or seeks to transfer all or part of its rights and/or obligations in accordance with clause 25 (*Changes to the Lenders*) of the Facilities Agreement but does not include a Lender who has transferred all its rights and obligations under the Facilities Agreement.

In this Form MG01s, any reference to the Facilities Agreement, a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, replaced, extended or restated in whole or in part.

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5 Mortgagee(s) or person(s) entitled to the charge

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

Name	other Finance Parties (the "Security Trustee")
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 264324
CHARGE NO. 7

I HEREBY CERTIFY THAT A CHARGE CREATED BY CATHKIN
ENERGY LIMITED

ON 12 SEPTEMBER 2011

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF FORTIS BANK

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 26 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, EDINBURGH 27 SEPTEMBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES