

# MG01s

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



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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 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 En  
and Wales or Northern Irela  
this, please use form MG01

FRIDAY



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20/07/2012

#290

COMPANIES HOUSE

**1**

### Company details

Company number

S C 2 9 7 2 2 1

Company name in full

Auquhirie Land Company 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

d0 d3 m0 m7 y2 y0 y1 y2

**3**

### Description

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

Description

Floating Charge (the "Floating Charge").

**4**

### Amount secured

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

Amount secured

All indebtedness and all obligations or liabilities  
of any kind which may now or at any time in the  
future be due, owing or incurred by the Chargor to  
the Lender under any of the Finance Documents,  
whatever their nature or basis, in any currency or  
currencies and however they are described together  
(without double counting) with Interest and  
Expenses (the "Secured Obligations").

Defined terms used in this form are contained in  
the continuation sheets.

**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

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

The Co-operative Bank PLC (the "Lender")

Address

PO Box 101, 1 Balloon Street, Manchester

Postcode

M 6 0 4 E P

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 whole of the property, assets and rights (including uncalled capital) which are or may from time to time, while the Floating Charge is in force, be comprised in the property and undertaking of the Chargor (the "Secured Assets").

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## 7 Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision <sup>①</sup>

Unless otherwise agreed in writing by the Lender and subject to Section 464(2) of the Companies Act 1985:

(a) the Chargor shall not create any fixed security or other floating charge over any part of the Secured Assets after its execution of this Floating Charge except under any Permitted Encumbrance;

(b) this Floating Charge shall rank in priority to any fixed security or other floating charge created by the Chargor after its execution of this Floating Charge except any fixed security in favour of the Lender; and

(c) the Chargor shall not, sell, transfer or otherwise dispose of or deal with all or any part of its property, assets or rights at any time on or after the date of this Floating Charge save with the prior written consent of the Lender or otherwise in accordance with the Credis Agreement.

<sup>①</sup> 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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## 8 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 N/A

## 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 <sup>2</sup>

Please sign the form here.

Signature

Signature

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X

### <sup>2</sup> 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 Kate Baybutt

Company name Eversheds LLP

Address Eversheds House, 70 Great Bridgewater Street

Post town Manchester

County/Region

Postcode M 1 5 E S

Country

DX DX 14344 Manchester

Telephone 0845 497 9797



## 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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## Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

### Definitions

**"Balance of Plant Agreement"** means an agreement dated 3 July 2012 between the Borrower and the Balance of Plant Contractor;

**"Balance of Plant Contractor"** means D. Geddes (Contractors) Limited a company incorporated in Scotland with registered number SC060200 and registered office at Swirlburn, Colliston, Arbroath DD11 3SH;

**"Balance of Plant Direct Agreement"** means a step-in agreement dated on 3 July 2012 between the Borrower, the Lender and the Balance of Plant Contractor;

**"Borrower"** means the Assignor;

**"Borrower Assignment of Contracts"** means the charge and assignment over certain contracts governed by Scots law and entered into by the Borrower;

**"Charge over Accounts"** means a charge over accounts including the Project Accounts (as defined in the Credit Agreement) between the Borrower and the Lender dated 4 July 2012;

**"Charge over Contracts"** means a charge over certain contracts in favour of the Lender dated 4 July 2012 including, without limitation, various of the Project Documents governed by English law;

**"Connection Agreement"** means the agreement to be entered into between the Connection Counterparty and the Borrower regulating the connection and ongoing supply of electricity between the Project Facilities and the electricity distribution system;

**"Connection Counterparty"** means Scottish Hydro Electric Power Distribution plc, a company incorporated in Scotland with company number SC213460;

**"Connection Offer"** means the connection offer from the Connection Counterparty to the Borrower dated 3 March 2009 and accepted by the Borrower on 6 April 2009 as varied by a variation agreement between the Borrower and the Connection Counterparty dated 10 January 2011 and 14 March 2011 and further varied by a variation agreement between the Borrower and the Connection Counterparty dated 6 October 2011 and 11 October 2011;

**"Credit Agreement"** means a credit agreement dated 4 July 2012 between the Borrower as borrower, the Lender as lender and the Lender as issuing bank;

**"Decommissioning Bond"** means the bond in relation to decommissioning to be entered into between the Lender, the Borrower and Aberdeenshire Council in accordance with the terms of the Section 75 Agreement as set out in Part B of Schedule 6 of the Credit Agreement and otherwise in a form acceptable to the Lender;

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## Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

**"Delegate"** means any delegate, agent, attorney or trustee appointed by the Lender;

**"Direct Agreements"** means (i) the PPA Direct Agreement, (ii) the Turbine Supply Direct Agreement, (iii) the EPK Direct Agreement, (iv) the BOP Direct Agreement, (v) the Connection Agreement Direct Agreement and any other direct agreement that the Lender may require from time to time;

**"Discharge Date"** means the date with effect from which the Lender confirms to the Assignor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Lender cancelled;

**"Enforcement Party"** means the Lender or a Delegate;

**"EPK Contractor"** means the Turbine Supplier;

**"EPK Direct Agreement"** means a step in agreement in relation to the EPK Agreement between the Lender, the EPK Contractor and the Borrower dated 3 July 2012;

**"Euro Option Agreement"** means a euro option agreement entered into on or about the date of this Agreement between the Borrower and the Lender;

**"Expenses"** means all fees, discounts, commissions and other banking or service charges, legal and other professional fees, premiums, costs or expenses, in each case calculated on a full indemnity basis and together with VAT, properly incurred by any Enforcement Party in connection with the Secured Assets, the preparation, negotiation and creation of the Assignment, taking, perfecting, enforcing or exercising any power under the Assignment, the appointment of any Delegate, the breach of any provision of the Assignment and/or the protection, realisation or enforcement of the Assignment, and includes the costs of transferring to the Lender any security ranking in priority to the security constituted by the Assignment, or the amount required to be paid to secure the unconditional and irrevocable discharge of such security, or any of the foregoing as the context shall require;

**"Facilities"** means the facilities offered to the Assignor under the Credit Agreement (and each a "Facility");

**"Finance Documents"** mean:

- (a) this Agreement;
- (b) the Security Documents;
- (c) the Ancillary Document;
- (d) the Direct Agreements;
- (e) the Hedging Agreement;

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Please give the short particulars of the property charged.

Short particulars

- (f) the notices of charge and assignment (or intimations as the case may be) given pursuant to or as contemplated by the Security Documents;
- (g) any Utilisation Request;
- (h) any Compliance Certificate;
- (i) the Letter of Credit;
- (j) the Decommissioning Bond;
- (k) the Euro Option Agreement
- (l) all fee letters entered into between the Lender and the Borrower in relation to the Facilities;
- (m) the Funder's Warranties; and
- (n) all agreements and other documents entered into from time to time pursuant to any of the foregoing and designated a finance document by the Lender and the Borrower;

**"Funder's Warranties"** means the collateral warranties to be entered into between each of:

- (a) the Balance of Plant Contractor;
- (b) Green Cat Renewables;

and the Lender pursuant to the Balance of Plant Agreement and the Wind Report respectively;

**"Hedging Agreement"** means any agreement made between the Borrower and any Hedging Counterparty (including without limitation an ISDA 1992 Master Agreement and the Schedule thereto dated on the same date as this Agreement) in which the Borrower assumes an obligation to make payments to that Hedging Counterparty calculated by reference to a fixed rate of interest applied to a notional principal amount and that Hedging Counterparty assumes an obligation to make payments to the Borrower calculated by reference to a floating rate of interest applied to a notional principal amount and any forex or currency exchange agreement entered into between the Borrower and the Hedging Counterparty;

**"Hedging Counterparty"** means The Co-operative Bank p.l.c;

**"Intercreditor Deed"** means an agreement dated 4 July 2012 between, amongst others, the Borrower, the Shareholder, the Hedging Counterparty and the Lender;



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## Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

**"Interest"** means interest at the rate provided and calculated and compounded (where appropriate) in accordance with the Credit Agreement both before and after decree;

**"Issuing Bank"** means The Co-operation Bank Plc;

**"Letter of Credit"** means the Turbine Contract Letter of Credit;

**"Permitted Encumbrance"** means an encumbrance permitted pursuant to Clause 20.12 of the Credit Agreement;

**"PPA Counterparty"** means Statkraft Markets GmbH, a company incorporated in Germany (registered in the commercial register of the local court in Dusseldorf under company number HRB 37885) and having its registered office at Niederkasseler Lohweg 175, 40547 Dusseldorf;

**"PPA Direct Agreement"** means a step in agreement between the Lender, the PPA Counterparty and the Borrower dated 4 July 2012;

**"Project Facilities"** means:

- (a) the Property; and
- (b) the Works whether completed or uncompleted;

**"Property"** means Auquhirie Wind farm near Stonehaven, Aberdeenshire, Scotland, which property forms part and portion of the property registered in the Land Register of Scotland under Title Number KNC16983;

**"Security Documents"** means:

- (a) each Share Pledge;
- (a) the Standard Security;
- (b) the Borrower Floating Charge;
- (c) the Borrower Assignment of Contracts;
- (d) the Intercreditor Deed;
- (e) the Charge over Contracts;
- (f) the Charge over Accounts;

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	Please give the short particulars of the property charged.	
Short particulars	<p>(h) all agreements and other documents executed from time to time pursuant to any of the foregoing; and</p> <p>(i) any other document evidencing or creating any security over any asset of the Borrower or any other person to secure the Borrower's obligations to the Lender under any Finance Document;</p> <p><b>"Security Period"</b> means the period beginning on the date of the Assignment and ending on the Discharge Date;</p> <p><b>"Shareholder"</b> means Blue Energy Wind Holdings Limited (company number 07723339) and any transferee of all or part of a Shareholder's Share in the Borrower;</p> <p><b>"Share Pledges"</b> means the share pledge dated 4 July 2012 (or in the case of a new Shareholder on the date on which it accedes to the Intercreditor Deed) between the Shareholder and the Lender creating security over the Shareholder's Share in the Borrower and <b>"Share Pledge"</b> means any of them;</p> <p><b>"Standard Security"</b> means a standard security dated 3 July 2012 in respect of the Property and entered into between the Borrower and the Lender;</p> <p><b>"Turbine Contract Letter of Credit"</b> means the letter of credit issued by the Lender in favour of the Turbine Supplier on or about the date of this Agreement pursuant to the Turbine Purchase Contract in the form set out in Part A of Schedule 6 of this Agreement;</p> <p><b>"Turbine Supply Direct Agreement"</b> means a step in agreement in relation to the Turbine Purchase Contract between the Lender, the Turbine Supplier and the Borrower dated on or about the date of this Agreement;</p> <p><b>"Turbine Purchase Contract"</b> means the contract dated 3 July 2012 between the Borrower and the Turbine Supplier;</p> <p><b>"Turbine Supplier"</b> means Enercon GmbH;</p> <p><b>"Works"</b> means the following development and construction works:</p> <p>(a) construction (including without limitation a grid connection in accordance with the Connection Agreement) of a E70 6.9MW wind farm at the Property and all other works contemplated by the Balance of Plant Agreement and the Turbine Purchase Contract; and</p> <p>(b) all works to be carried out under the planning consent, the Section 75 Agreement;</p> <p>and any other works which the Borrower and the Lender agree should constitute part of the Works.</p>	



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

COMPANY NO. 297221

CHARGE NO. 5

I HEREBY CERTIFY THAT A CHARGE CREATED BY AUQUHIRIE  
LAND COMPANY LIMITED

ON 3 JULY 2012

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF THE CO-OPERATIVE BANK PLC

WAS DELIVERED PURSUANT TO SECTION 878 OF THE  
COMPANIES ACT 2006 ON 20 JULY 2012

GIVEN AT COMPANIES HOUSE, EDINBURGH 23 JULY 2012



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES