



**Registration of a Charge**

Company name: **EARLS GATE ENERGY CENTRE LIMITED**

Company number: **SC484891**



X85DTFBD

Received for Electronic Filing: **13/05/2019**

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**Details of Charge**

Date of creation: **04/05/2019**

Charge code: **SC48 4891 0008**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC AS SECURITY AGENT**

Brief description: **ALL AND WHOLE THE TENANTS' INTEREST IN THE LEASE BY CALCHEM LIMITED IN OUR FAVOUR DATED ON OR AROUND THE DATE OF THIS SECURITY, OVER ALL AND WHOLE THAT AREA OF GROUND EXTENDING TO 6.5 ACRES OR THEREBY LYING GENERALLY TO THE SOUTH OF EARLS GATE ROAD, GRANGEMOUTH AND WHICH FORM PART AND PORTION OF ALL AND WHOLE THE AREA OF GROUND AT EARLS ROAD AND WOOD STREET, GRANGEMOUTH REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER STG29074**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC**

**COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION  
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**PINSENT MASONS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 484891

Charge code: SC48 4891 0008

The Registrar of Companies for Scotland hereby certifies that a charge dated 4th May 2019 and created by EARLS GATE ENERGY CENTRE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th May 2019 .

Given at Companies House, Edinburgh on 14th May 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



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

EXECUTION VERSION

DELIVERED ON 24 APRIL 2019

STANDARD SECURITY

CERTIFIED TO BE A TRUE COPY OF  
THE ORIGINAL

Solicitor,  
CMS Cameron McKenna Nabarro Olswang LLP  
1 West Regent Street, Glasgow G2 1AP

03/05/2019

by

EARLS GATE ENERGY CENTRE LIMITED

in favour of

NATIONAL WESTMINSTER BANK PLC (as Security Agent)

Subjects: Land at Earls Gate Park, Grangemouth.

00001 621411956 2

WE, **EARLS GATE ENERGY CENTRE LIMITED** incorporated under the Companies Acts in Scotland with company number SC484891 and having its registered office formerly at C/O Burness Paull, 120 Bothwell Street, Glasgow, Scotland, G2 7JL and now at Caledonian Exchange, 19a Canning Street, Edinburgh, United Kingdom, EH3 8EG (the "**Chargor**") CONFIRM and DECLARE that, in this Standard Security:-

- (a) unless the context otherwise requires or unless otherwise defined or provided for, terms defined in clause 1.1 (*Definitions*) of the Facilities Agreement (as hereinafter defined) shall have the same meaning in this Standard Security;
- (b) references to a "**person**" shall include any individual, firm, company, corporation, body, trust or foundation, or any association, partnership or unincorporated body (whether or not having separate legal personality);
- (c) words importing the singular shall include the plural and vice versa;
- (d) any phrase introduced by the words "including", "include", "in particular" or any similar expression is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words;
- (e) the provisions of Clause 1.2 (*Construction*) of the Facilities Agreement (as hereinafter defined) apply to this Standard Security as though they were set out in full in this Standard Security, except that references to "this Agreement" are construed to be references to this Standard Security;
- (f) the Schedule (as hereinafter defined) forms part of this Standard Security; and
- (g) the following words and expressions shall have the respective meanings given to them, namely:-

"**Act**" means the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative for the time being;

"**Debt Document**" means each Finance Document, being:

- (a) the Facilities Agreement;
- (b) the Subordination Deed;
- (c) the Security Trust and Intercreditor Deed;
- (d) each Security Document;
- (e) except where excluded, each Hedging Agreement;
- (f) each Fee Letter;
- (g) the Equity Subscription Agreement; or
- (h) any other document designated as such by the Facility Agent and ProjectCo;

"**Declared Default**" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 29.24 (*Consequences of Events of Default*) of the Facilities Agreement

"**Event of Default**" has the meaning given to it in the Facilities Agreement;

"**Facilities Agreement**" means the agreement so called, dated on or around the date of this Standard Security entered into, among, inter alios, the Chargor, the Security Agent, HoldCo and others;

"**HoldCo**" means EGEC Holdings Limited incorporated under the Companies Acts in Scotland with company number SC517944 and having its registered office formerly at C/O Burness Paull, 120 Bothwell Street, Glasgow, Scotland, G2 7JL and now at Caledonian Exchange, 19a Canning Street, Edinburgh, United Kingdom, EH3 8EG;

**"Security Trust and Intercreditor Deed"** means the agreement so called, dated on or around the date of execution of this standard security and made between the Chargor, HoldCo, the Security Agent and others as amended, supplemented, novated, extended or restated from time to time;

**"Property"** means ALL and WHOLE the subjects described in the Schedule;

**"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to any Secured Party under or in connection with each Debt Document, except for any obligation which, if it were so included, would result in this Deed contravening any law (including section 678 or 679 of the Companies Act 2006);

**"Secured Party"** has the meaning given to in the Facilities Agreement and **"Secured Parties"** shall be construed accordingly;

**"Security Agent"** means National Westminster Bank plc incorporated under the Companies Acts in England with Company Number 00929027 and having its registered office formerly at 135 Bishopsgate, London EC2M 3UR and now at 250 Bishopsgate, London, England, EC2M 4AA as agent and trustee for the Secured Parties, which expression shall include any successor acting as such agent and trustee appointed from time to time;

**"Security Period"** means the period beginning on the date of this Standard Security and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

And WE, the Chargor, HEREBY in security of the Secured Obligations GRANT a Standard Security in favour of the Security Agent over ALL and WHOLE the Property; DECLARING THAT:-

1. The Standard Conditions specified in Schedule 3 to the Act shall apply, but the Chargor agrees that such Standard Conditions shall be varied insofar as lawful and applicable by the Facilities Agreement. If there is any inconsistency between the terms of this Standard Security and the terms of the Facilities Agreement or the Security Trust and Intercreditor Deed, the terms of the Facilities Agreement or the Security Trust and Intercreditor Deed shall prevail to the extent of that inconsistency.
2. The Chargor must not:
  - 2.1 create or permit to subsist any Security over the Property or any part of it; or
  - 2.2 sell, transfer, licence, lease or otherwise dispose of the Property or any part of it,except as expressly allowed or required under the Facilities Agreement.
3. Without prejudice to the effect of section 13(1) of the Act (and the foregoing provisions of this Standard Security), if any Secured Party receives notice of any subsequent security, charge or other like interest affecting the Property or any part or parts of it, the Secured Party shall be entitled (whether or not consent has been given) to close any account or accounts with the Chargor in the books of the Secured Party and to open a new account or accounts in place of it or them. If the Secured Party does not do so, the Secured Party shall nevertheless be treated as if it had done so at the time it received notice and, as from that time, all payments made by the Chargor to the Secured Party shall be credited or treated as credited to the new account or accounts and shall not operate to reduce the amount due from the Chargor to the Secured Party at the time when the Secured Party received the notice. If the Chargor shall have more than one account with any Secured Party, the Secured Party may, at any time without notice, forthwith transfer all or any part of any balance standing to the credit of any one of such accounts to any other account which is in debit.
4. For the purposes of Standard Condition 9(1)(b) of Schedule 3 to the Act, the Chargor shall be held to be in default on the occurrence of a Declared Default.
5. The Security Agent may at any time (without notice or consent) assign the benefit of this Standard Security or any of its rights or obligations hereunder in accordance with the Facilities Agreement.

6. The Chargor shall promptly after being requested to do so by the Security Agent do all such acts and things and execute and deliver all such documents as the Security Agent may reasonably require for perfecting or protecting this Standard Security or its priority or for facilitating the realisation or application of the Secured Assets and the exercise of the rights, powers and discretions conferred on the Security Agent under this Standard Security.
  7. The provisions of this Standard Security shall be severable and distinct from one another and if at any time one or more of such provisions is or becomes or is declared void, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Standard Security shall not in any way be affected or impaired thereby.
  8. This Standard Security may be executed in any number of counterparts and by each of the parties on separate counterparts. Where executed in counterparts:
    - 8.1 this Standard Security shall not take effect until both of the counterparts have been delivered; and
    - 8.2 delivery will take place when the date of delivery is agreed between the parties after execution of this Standard Security as evidenced by the date inserted on the front page of this Standard Security.
- Where not executed in counterparts, this Standard Security shall become effective on the date agreed between the parties as evidenced by the date inserted on the front page of this Standard Security.
9. Without prejudice to the terms of clause 39 (*Notices*) of the Facilities Agreement, any Calling up Notices or Notices of Default (as each such capitalised term is referred to in the Act) shall be served in accordance with Sections 19 and 21, respectively, of the Act.
  10. At the end of the Security Period but not otherwise, the Security Agent must, at the request and cost of the Chargor, take whatever action is necessary to release the Property from this Standard Security.
  11. The Chargor consents to the registration of this Standard Security for preservation.

12. This Standard Security shall be governed by, and construed in accordance with the law of Scotland.

**IN WITNESS WHEREOF:** these presents consisting of this and the preceding three pages together with the Schedule and Plan annexed are executed as follows and **DELIVERED** for the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 on the date inserted on the front page of this Standard Security:-

They are signed for and on behalf of the Chargor

at CALEDONIAN EXCHANGE, EDINBURGH

on 18<sup>th</sup> APRIL 2019

by ALEX LAMBIE  
DIRECTOR

before, as witness

NOBA HINDS - BROWN  
c/o BROCKWELL ENERGY LTD  
11A CANNING STREET, EDINBURGH

For and on behalf of the Chargor

Witness

They are signed for and on behalf of the Security Agent

at .....

on ..... 2019

by .....

before, as witness

.....

.....

.....

For and on behalf of the Security Agent

Witness



12. This Standard Security shall be governed by, and construed in accordance with the law of Scotland.

**IN WITNESS WHEREOF:** these presents consisting of this and the preceding three pages together with the Schedule and Plan annexed are executed as follows and **DELIVERED** for the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 on the date inserted on the front page of this Standard Security:-

They are signed for and on behalf of the Chargor

at .....  
on ..... 2019  
by .....

For and on behalf of the Chargor

before, as witness

Witness

They are signed for and on behalf of the Security Agent

at LONDON  
on 12<sup>th</sup> APRIL 2019  
by IVIGI SASSO

For and on behalf of the Security Agent

before, as witness

SANDRA CORTINAS  
250 BISHOPS GATE  
LONDON, EC2M 4AA

Witness

This is the Schedule referred to in the foregoing Standard Security delivered on 24 April 2019 and granted by Earls Gate Energy Centre Limited in favour of National Westminster Bank plc as agent and trustee for the Secured Parties

ALL and WHOLE the tenants interest in the lease by Calchem Limited, incorporated under the Companies Acts (Registered Number 05369235) and having its registered office at One St Peters Square , Manchester, England M2 3DE in favour of Earls Gate Energy Centre Limited incorporated under the Companies Acts (Registered Number SC484891) and having its registered office formerly at C/O Burness Paull, 120 Bothwell Street, Glasgow, Scotland, G2 7JL and now at Caledonian Exchange, 19a Canning Street, Edinburgh, United Kingdom, EH3 8EG dated on or around the date of this Standard Security over ALL and WHOLE that area of ground extending to 6.5 acres or thereby lying generally to the south of Earls Gate Road, Grangemouth which subjects are shown outlined and coloured in blue but under exception of the area hatched black on the plan annexed and subscribed as relative hereto and form part and portion of ALL and WHOLE the area of ground at Earls Road and Wood Street, Grangemouth registered in the Land Register of Scotland under Title Number STG29074.



Chargor

.....  
Security Agent

This is the Schedule referred to in the foregoing Standard Security delivered on 24 April 2019 and granted by Earls Gate Energy Centre Limited in favour of National Westminster Bank plc as agent and trustee for the Secured Parties

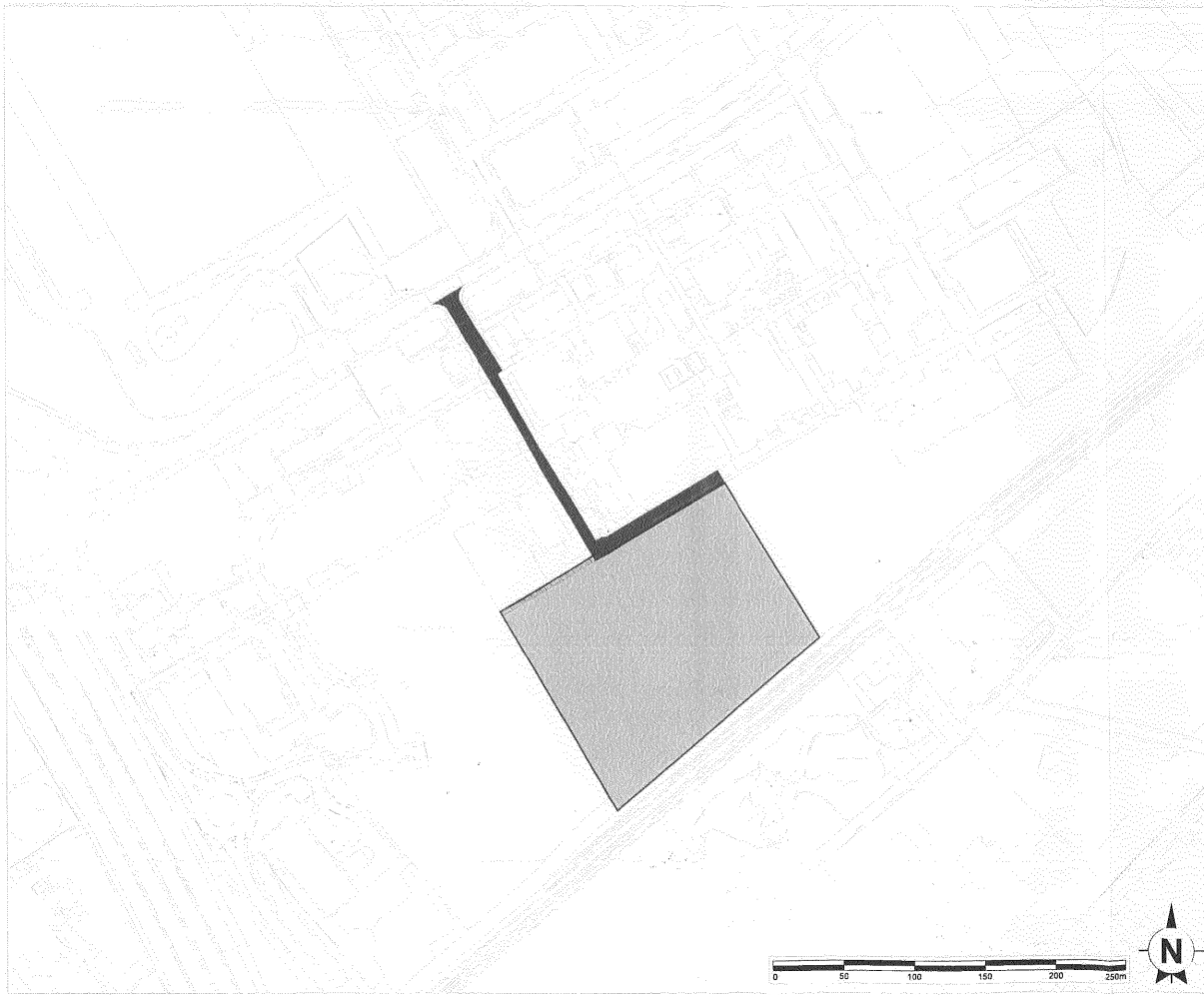
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Chargor

Security Agent

*[Plan to be inserted]*

*[Plan to be inserted]*



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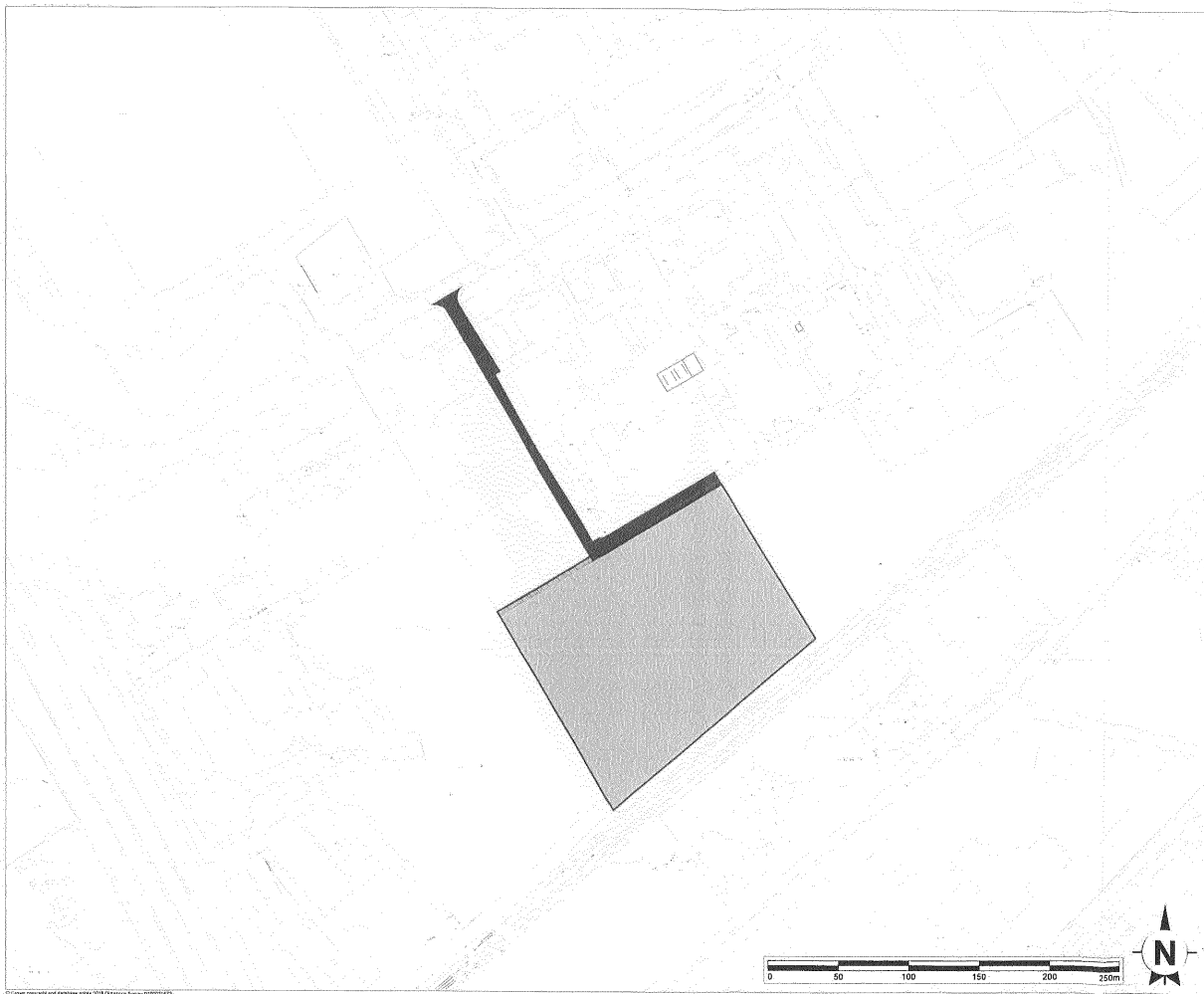
Revision History	Date

- Lease Boundary
- Access Road
- Excess Land

THIS IS THE PLAN REFERRED TO IN THE FOREGOING STANDARD SECURITY BY EARLS GATE ENERGY CENTRE LIMITED IN FAVOUR OF NATIONAL WESTMINSTER BANK PLC (AS SECURITY AGENT) IN RESPECT OF THE LAND AT EARLS GATE PARK, GRANGE MOUTH.



Client: Brockwell Energy	Project: Earls Gate Energy Centre
Drawn by: [Name]	Checked by: [Name]
Issue: 1	Date: 15/05/2018
Scale: 1:1000	Sheet: 1 of 1
Author: [Name]	Project Manager: [Name]
Drawn by: [Name]	Checked by: [Name]
Issue: 1	Date: 15/05/2018
Scale: 1:1000	Sheet: 1 of 1



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Follow any figure dimensions - do not scale for construction purposes. If you do, you will be liable.

Revision History	Date

- Lease Boundary
- Access Road
- Excess Land

THIS IS THE PLAN REFERRED TO IN THE FOREGOING STANDARD SECURITY BY EARLS GATE ENERGY CENTRE LIMITED IN FAVOUR OF NATIONAL WESTMINSTER BANK PLC (AS SECURITY AGENT) IN RESPECT OF THE LAND AT EARLS GATE PARK, GRANGELOUTH.



Drawing Title Drawing Number Drawing Date Drawing By Drawing Check Drawing Scale Drawing Status	Drawing Title Drawing Number Drawing Date Drawing By Drawing Check Drawing Scale Drawing Status
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