

MG01

Particulars of a mortgage or charge



230320/13
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 mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s

MONDAY



A160TDIX

A06

02/04/2012

#136

COMPANIES HOUSE

1

Company details

Company number

0 7 2 5 3 4 7 8

Company name in full

Fairfield Energy No 1 Limited (the **Second Chargor**)

2

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 d3 m0 m3 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

A deed of charge over shares and assignment of shareholder loans dated 23 March 2012, between Fairfield Energy No 1 Limited (the **Second Chargor**) and Credit Suisse AG (the **Security Agent**) (the **Charge Over Shares and Assignment of Shareholder Loans**)

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present and future moneys, debts, liabilities and obligations actual or contingent and whether owned solely or jointly with any other person and whether as principal or surety due, owing or incurred by any Obligor to any Finance Party in any currency under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) (the **Secured Obligations**)

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 (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 Credit Suisse AG

Address Paradeplatz 8, 8001 Zurich, Switzerland

Postcode

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

See continuation page

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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

X


T. ARNHEIM

X

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 Ajay Kidambi

Company name Allen & Overly LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country England

DX DX 73

Telephone 02030884692



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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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1. CREATION OF SECURITY

1.1 General

- (a) All the security created under the Charge over Shares and Assignment of Shareholder Loans
- (i) is created in favour of the Security Agent,
 - (ii) is security for the payment of all the Secured Obligations, and
 - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

The Security Agent holds the benefit of the Charge over Shares and Assignment of Shareholder Loans on trust for the Finance Parties

1.2 Assignment

- (a) Subject to paragraph (b) below, the Second Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of the Assigned Assets and the Related Rights except to the extent that any such rights are subject to a first legal mortgage or first fixed charge created under any other subparagraph of paragraph 1 (Creation of Security) of this form
- (b) to the extent that any right of the Second Chargor described in paragraph (a) above
- (i) is not effectively assigned under paragraph (a) above, or
 - (ii) may not be the subject of the assignment by the Second Chargor under paragraph (a) above without breaching a prohibition or restriction on assignment contained in the contract under which such right arises,
- such right is not assigned under paragraph (a) above and the Second Chargor charges by way of a first fixed charge such right except to the extent that such right is subject to a first legal mortgage or first fixed charge created under any other subparagraph of paragraph 1 (Creation of Security) of this form
- (c) If the rights of the Second Chargor under a document cannot be secured under paragraph (b) above without the consent of a party to that document (and the rights of the Second Chargor are not otherwise secured under this paragraph 1)
- (i) that Second Chargor must notify the Security Agent promptly,
 - (ii) this Security will secure all amounts which the Second Chargor may receive, or has received, under that document but exclude the document itself, and

unless the Security Agent otherwise requires, the Second Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this paragraph 1

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>2. RESTRICTIONS ON DEALINGS</p> <p>Save to the extent permitted under the Credit Agreement, the Second Chargor may not</p> <ul style="list-style-type: none"> (a) create or allow to subsist any Security Interest (other than the Charge over Shares and Assignment of Shareholder Loans) on any Security Asset, or (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset <p>In this form MG01</p> <p>Account Bank means Credit Suisse AG</p> <p>Account Pledge Agreement means the Swiss law account pledge agreement dated 23 March 2012 between the Borrower and the Security Agent</p> <p>Administrative Party means the Facility Agent, the Security Agent, the Account Bank and the Arranger</p> <p>Arranger means Credit Suisse AG</p> <p>Assigned Assets means all of each Chargor's present and future rights, title and interest in, to, under and in respect of any loan entered into from time to time between any Borrower and any Chargor (to include, without prejudice to the foregoing, any loan under the Subordinated Debt Documents)</p> <p>Borrower means Fairfield Acer Limited, a company incorporated in England and Wales with registered number 04649606</p> <p>Credit Agreement means the £37,500,000 credit agreement dated 23 March 2012, and made between (1) the Borrower, (2) the Lenders party thereto from time to time, (3) Credit Suisse AG in its capacities, among others, as Arranger and Original Lender and (4) Credit Suisse International</p> <p>Facility Agent means Credit Suisse AG</p> <p>Fee Letter means each letter entered into by reference to the Credit Agreement between a Finance Party and the Borrower setting out the amount of certain fees payable in connection with the Finance Documents</p> <p>Finance Document means</p> <ul style="list-style-type: none"> (a) the Credit Agreement, (b) the Subordination Deed, (c) each Fee Letter, 	

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (d) each Security Document,
- (e) each Gas Hedge Document,
- (f) any Transfer Certificate,
- (g) any instrument of adhesion in the form set out in the Credit Agreement (or such other form as the Facility Agent approves) by which a Lender or an affiliate of a Lender becomes a Hedge Counterparty, and

any other document designated as such by the Facility Agent and the Borrower

Finance Parties means a Lender, a Hedge Counterparty and each Administrative Party and **Finance Party** means any one of them

Gas Hedge Document means any agreement entered or to be entered into between the Borrower and the Hedge Counterparties for the purpose of the Initial Gas Hedge Programme and the Subsequent Gas Hedge Programme and any agreement entered into by Borrower and the Hedge Counterparties in replacement or renewal thereof

Guarantors means the Second Charger, Fairfield Energy Holdings Limited, and Fairfield Energy Limited

Hedge Counterparty means the Initial Hedge Counterparty and any other Lender or affiliate of a Lender who has executed and delivered to the Facility Agent an instrument of adhesion in the form set forth in the Credit Agreement (or such other form as the Facility Agent may approve)

Initial Gas Hedge Programme means the gas price hedge programme agreed between the Borrower and the Facility Agent in respect of about 8 3bcf of NBP in the form of forward sale, deferred premium puts or costless collars ensuring a minimum average price of 60p/therm, as set out in the Credit Agreement

Initial Hedge Counterparty means Credit Suisse International

Lender means each Original Lender and any New Lender to whom rights and/or obligations in respect of a Facility are assigned or transferred in accordance with the Credit Agreement (in each case for so long as the relevant person's rights and obligations have not been fully assigned and transferred or repaid and cancelled)

NBP means national balancing point

New Lender means any other person to whom a Lender may assign or transfer (including by way of novation) in accordance with the Credit Agreement, any of its rights and obligations under the Credit Agreement

Obligors means the Borrower and the Guarantors

Original Lender means Credit Suisse AG

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Parent means Fairfield Energy Limited</p> <p>Related Rights means</p> <ul style="list-style-type: none"> (a) any dividend, interest or other distribution paid or payable, and (b) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise, <p>in relation to a Share</p> <p>Security means any security created by or pursuant to the Charge over Shares and Assignment of Shareholder Loans</p> <p>Security Assets means all assets of any Chargor the subject of any security created by the Charge over Shares and Assignment of Shareholder Loans</p> <p>Security Agreement means the security agreement entered into on 23 March 2012 between the Borrower and the Security Agent</p> <p>Security Document means</p> <ul style="list-style-type: none"> (a) the Security Agreement, (b) the Charge over Shares and Assignment of Shareholder Loans, (c) the Account Pledge Agreement, (d) any document required to be entered into by an Obligor or Fairfield Cedrus Limited under the Credit Agreement creating or expressed to be creating any Security Interest over any asset of such Obligor or Fairfield Cedrus Limited in respect of the obligations of the Obligors or Fairfield Cedrus Limited under the Finance Documents, and (e) any other document designated as such by the Security Agent and the Borrower, the relevant Obligor or Fairfield Cedrus Limited <p>Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest, title retention or any other agreement or arrangement having a similar effect</p> <p>Shares means all of the shares in the share capital of the Borrower</p> <p>Subordinated Debt Documents means</p> <ul style="list-style-type: none"> (a) the subordinated loan certificate dated 16 March 2012 in respect of loans in an amount equal to £46,941,115 made by the Parent to the Borrower, and (b) any other document evidencing loans from the Guarantors to the Borrower <p>Subordination Deed means the subordination deed dated 26 March 2012 between the Borrower, the Guarantors (as subordinated creditors), Credit Suisse AG as Original Lender and</p>

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Credit Suisse International as Initial Hedge Counterparty

Subsequent Gas Hedge Programme means the gas price hedge programme agreed between the Borrower and the Facility Agent in respect of, in addition to the requirements under the Initial Gas Hedge Programme, a quantity of about 1 7bcf of NBP in the form of forward sale, deferred premium or costless collars ensuring a minimum average price of 60p/therm, as set out in the Credit Agreement

Transfer Certificate means a certificate, substantially in the form of Schedule 5 (Form of Transfer Certificate) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Borrower



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 7253478
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE OVER SHARES
AND ASSIGNMENT OF SHAREHOLDER LOANS DATED 23
MARCH 2012 AND CREATED BY FAIRFIELD ENERGY NO.1
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY OBLIGOR TO ANY FINANCE PARTY 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 2 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 APRIL 2012

DX



Companies House
— to the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES