

MG01s

Particulars of a charge created by a company registered in Scotland



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 register
particulars of a mortgage or charge
created by a company in England
and Wales or Northern Ireland. To
this, please use form MG01.

TUESDAY



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SCT

02/02/2010

478

COMPANIES HOUSE

1

Company details

Company number

S C 1 8 0 8 7 4

Company name in full

Summerston Energy Limited (the "Chargor")

→ 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

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3

Description

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

Description

A composite guarantee and debenture (the "Debenture") given by the Chargor to the Security Trustee (as
defined overleaf)

4

Amount secured

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

Amount secured

All obligations or liabilities of any kind 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; (f) originally owing to the
person claiming performance or acquired by that person from someone else,
incurred under or in connection with the Finance Documents when they
become due for payment or discharge (together the "Secured Obligations").

Continuation page

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

MG01s

Particulars of a charge created by a company registered in Scotland

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

Address 5 Aldermanbury Square, London

(the "Chargee")

Postcode E C 2 V 7 H R

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

1. The Chargor has charged, by way of first legal mortgage, and Land owned by it as at the date of the Debenture and any rights accruing to, derived from or otherwise connected with it (including Insurances and proceeds of Disposal and proceeds of Insurances).
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 Agreements/DSAs;
 - (e) Bank Accounts;
 - (f) Insurances;
 - (g) Intellectual Property;
 - (h) any Intercompany Loan;
 - (i) Debts; and
 - (j) Goodwill and uncalled capital; and

Any rights accruing to, derived from or otherwise connected with them (including insurances, and proceeds of Disposal and of Insurances).
3. It creates a first floating charge over all of the Chargor's other present and future assets.
4. It contains an undertaking by the Chargor that, without the agreement of the Security Trustee, no security interest of any kind, no similar arrangement and no contractual right of set-off will exist over any of its present or future assets except for certain limited permitted security interests described in the debenture.

MG01s

Particulars of a charge created by a company registered in Scotland

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

1. Each Chargor will ensure that the restrictions contained in clause 5 of the Debenture are complied with unless the Security Trustee agrees to the contrary.
2. No Security will exist over, or in relation to, any Charged Asset other than a Permitted Security Interest.
3. There will be no Disposal of any Fixed Charge Asset other than a Permitted Disposal or in accordance with the Facilities Agreement.
4. There will be no Disposal of any Floating Charge Asset other than a Permitted Disposal or in accordance with the Facilities Agreement.

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.

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

Nil

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



X

② Signature

This form must be signed by a person with an interest in the registration of the charge.

MG01s

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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 CEG/CEXM/FOR/0109/00002

Company name Maclay Murray & Spens LLP

Address

Post town

County/Region

Postcode E H 3 9 E P

Country

DX DX ED137 Edinburgh

Telephone 0131 228 7118



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

"Agent" means Fortis Bank, UK Branch 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 (Bank Accounts);
- (b) any replacement and substitute accounts opened with the consent of the Agent; and
- (c) any account designated as a project account by the Chargor and the Agent in accordance with the Facilities Agreement;

"Borrower" means MEIF LG Energy Limited;

"Charged Asset" means all assets of the Chargors from time to time (to the extent not already mortgaged or charged under the Original Debenture);

"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, or the creation of any Right over an asset 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 (Equipment);
- (b) any Equipment that replaces any Equipment described in Schedule 3 (Equipment); 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;

"Facilities Agreement" means the £117,000,000 facilities agreement dated 23 January 2007, between amongst others, MEIF LG Energy Limited and the Security Trustee and certain 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 the Facilities Agreement and any transfer agreement thereto or any credit support in respect of the debt reserve account contemplated therein, the accounts agreement between, amongst others, the Chargor and Fortis Bank S.A./N.V. dated 23 January 2007 and each deed accession thereto, the umbrella power purchase agreement direct agreement between the Borrower 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 Chargor 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 Asset" means those assets which are from time to time the subject of clauses 3.2, 3.3 and 3.5 of the Debenture;

"Floating Charge Asset" means those assets which are from time to time the subject of clause 3.4 of the Debenture;

"Group" shall have the meaning given to it in the Facilities Agreement;

"Insurances" means each of the policies of insurance or reinsurance purchased and maintained by, or on behalf of, the Chargor in accordance with the Facilities Agreement 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 a type which are not disposed of in the ordinary course of trading;

MG01s - continuation page

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6 Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

"Intercompany Loan" means any intercompany loans between the Chargor and any of its subsidiaries or group companies in accordance with the Facilities Agreement;

"Investment" means:

- (a) any shares or loan capital held in a Subsidiary;
- (b) 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 same time of its acquisition; and
- (c) any debt security 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 a type which is not held as an investment and is accordingly disposed of in the ordinary course of trading and any accretions to it 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
- (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;

"Obligations" means all obligations or liabilities of any kind of that person from time to time, whether they are: to pay money or perform (or not to perform) any other act; express or implied; present, future or contingent; joint or several; incurred as a principal or surety or in any other manner; or originally owing to the person claiming performance or acquired by that person from someone else;

"Obligor" shall have the meaning given to it in the Facilities Agreement;

"Original Debenture" means the composite guarantee and debenture dated 22 February 2007 and registered at Companies House on 9 March 2007.

"Permitted Security Interest" means:

1. any Security Interest arising under the Finance Documents;
2. any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Chargor or other member of the Group;
3. any netting or set-off arrangement entered into by the Chargor or other member of the Group in the ordinary course of its banking arrangements for the purpose of netting the debit and credit balances of the Chargor and other members of the Group but only so long as (i) such arrangement does not permit the credit balances of the Chargor to be netted or set off against debit balances of members of the Group which are not Obligors and (ii) such arrangement does not give rise to another Security Interest over the assets of the Chargor in support of liabilities of members of the Group which are not Obligors;
4. any netting or set-off arrangement under a Hedging Agreement where the obligations of the parties thereunder are calculated by reference to net exposure thereunder (but not any netting or set-off relating to such Hedging Agreement in respect of cash collateral or any other Security Interest except as otherwise permitted thereunder);
5. any Security Interest or Quasi-Security over or affecting any asset acquired by the Chargor or other member of the Group after the Completion Date if:
 - (a) the Security Interest or Quasi-Security was not created in contemplation of the acquisition of that asset by an Obligor or other member of the Group;
 - (b) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by an Obligor or other member of the Group; and
 - (c) the Security Interest or Quasi-Security is removed or discharged within 3 Months of the date of acquisition of such asset;

MG01s - continuation page

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6

Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

6. Any Security Interest or Quasi-Security over or affecting any asset of the Chargor if it becomes a member of the Group after the Completion Date, where the Security Interest or Quasi-Security is created prior to the date on which the Chargor becomes a member of the Group; if
 - (a) the Security Interest or Quasi-Security was not created in contemplation of the acquisition of the Chargor;
 - (b) the principal amount secured has not increased in contemplation of or since the acquisition of the Chargor; and
 - (c) the Security Interest or Quasi-Security is removed or discharged within 3 Months of the Chargor becoming a member of the Group;
 7. Any Security Interest arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of good supplied to the Chargor or other member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by the Chargor or other member of the Group;
 8. Any Quasi-Security arising as a result of a disposal which is a Permitted Disposal;
 9. Any Security Interest or Quasi-Security arising as a consequence of any finance lease permitted pursuant to paragraph (d) of the definition of Financial Indebtedness; or
 10. The Umbrella PPA Security.
- "Portfolio Agreement/DSA" means:
- (a) a contract described in Schedule 6 (Portfolio Agreement/DSAs) of the Debenture;
 - (b) any contract that amends or replaces a contract described in Schedule 6 (Portfolio Agreement/DSAs) 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;
- "Subsidiary" has the meaning given to it in sections 736 and 736A of the Companies Act 1985;
- The following terms shall have the meaning given to them in the Facilities Agreement: "Completion Date"; "Financial indebtedness"; "Financial Interest"; "Financial Parties"; "Group"; "Hedging Agreement"; "Obligor"; "Permitted Disposal"; "Quasi-Security"; "Security Interest"; and "Umbrella PPA Security".



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 180874

CHARGE NO. 13

**I HEREBY CERTIFY THAT A CHARGE CREATED BY
SUMMERSTON ENERGY LIMITED**

ON 21 JANUARY 2010

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 2 FEBRUARY 2010**

GIVEN AT COMPANIES HOUSE, EDINBURGH 2 FEBRUARY 2010



Companies House
— for the record —



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