



SHEPHERD+ WEDDERBURN

*Certified as a true copy by [REDACTED]  
[REDACTED], Solicitor, at Edinburgh on  
20 June 2018*

ASSIGNATION  
between

MacColl Offshore Windfarm Limited  
and  
Moray Offshore Windfarm (East) Limited

MacColl Offshore Wind Farm

## ASSIGNATION

between

**MACCOLL OFFSHORE WIND FARM LIMITED** incorporated under the Companies Acts (Registered Number 07386891) and having its Registered Office at 1<sup>st</sup> Floor, 14/18 City Road, Cardiff, CF24 3DL ("Assignor"); and

**MORAY OFFSHORE WINDFARM (EAST) LIMITED** incorporated under the Companies Acts (Registered Number 07101438) and having its Registered Office at C/O 7side Secretarial Limited, 1<sup>st</sup> Floor 14/18 City Road, Cardiff CF24 3DL ("Assignee")

### WHEREAS:-

- (A) On 19<sup>th</sup> March 2014, the Assignor was granted consent under section 36 of the Electricity Act 1989 by the Scottish Ministers for the construction and operation of an offshore wind-powered electricity generating station known as MacColl Offshore Wind Farm located within the Eastern Development Area in the Moray Firth. On 22<sup>nd</sup> March 2018 the Scottish Ministers granted a variation of the section 36 consent. The varied section 36 consent is hereinafter referred to as "the Consent".
- (B) The Assignee wishes to assume the rights and obligations of the Assignor under the Consent and the parties to this Assignment have agreed to this upon the terms set out below.

IT IS AGREED by the parties as follows:-

### **1. Assignment**

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- 1.1 The Assignor assigns to the Assignee the Consent with effect from the last date of signing of this Assignment (the "Date of Transfer").
- 1.2 The Assignee undertakes to the Assignor to perform all the obligations of the Assignor contained or referred to in the Consent from the Date of Transfer.
- 1.3 The Assignee agrees that the Assignor is relieved of all such obligations contained or referred to in the Consent from the Date of Transfer.
- 1.4 The Assignor agrees that they are relieved of all rights arising from the Consent from the Date of Transfer and that such rights have been transferred to the Assignee with effect from the Date of Transfer.

### **2. Scottish Ministers' Authorisation**

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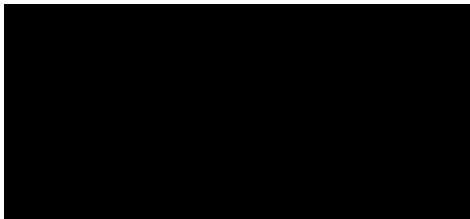
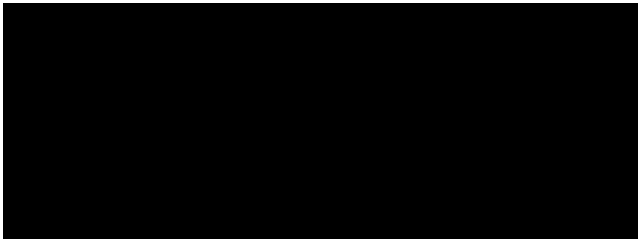
- 2.1 The parties agree that this Assignment is granted further to the letter dated 8 June 2018 from Nicola Bain at the Scottish Government to the Assignor (which letter constitutes the Scottish Ministers' prior written authorisation of the assignment of the Consent granted in accordance with condition 4 of Annex 2 of the Consent).

**3. Governing law**

- 3.1 The parties hereto agree that these presents shall be governed by and construed in accordance with Scots law.
- 3.2 The parties hereto consent to registration hereof for preservation

IN WITNESS WHEREOF this Assignment consisting of this and the preceding page has been executed as follows:

Signed for and on behalf of MacColl Offshore Windfarm Limited by one director and a witness at 40 Princes Street, Edinburgh on 19 June 2018



.....Witness Signature

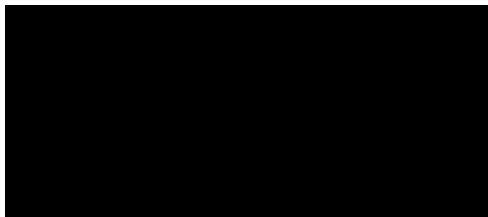
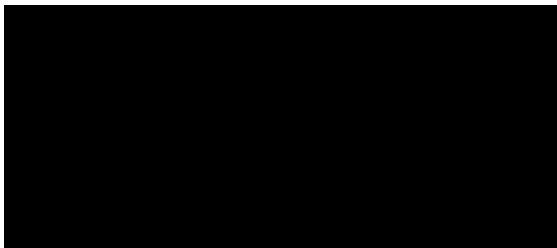
.....Full Name

*40 Princes Street*.....Address

*Edinburgh*.....

*EH2 2BY*.....

Signed for and on behalf of Moray Offshore Windfarm (East) Limited by one director and a witness at 40 Princes Street, Edinburgh on 19 June 2018



.....Witness Signature

.....Full Name

*40 Princes Street*.....Address

*Edinburgh*.....

*EH2 2BY*.....