



Pinsent Masons

CERTIFIED TO BE A TRUE AND COMPLETE
COPY OF THE ORIGINAL
DATED THIS 25 DAY OF November 2019
IMOGEN SENAR for and on behalf
of [Redacted]
Pinsent Masons LLP

ASSIGNATION

by

SEAGREEN BRAVO WIND ENERGY LIMITED

in favour of

SEAGREEN ALPHA WIND ENERGY LIMITED

**Section 36 Consent – Seagreen Bravo Offshore Wind
Farm**

ASSIGNATION

by

SEAGREEN BRAVO WIND ENERGY LIMITED, a company incorporated in England and Wales under the Companies Acts with registered number 07185543 whose registered office is at No.1 Forbury Place 43 Forbury Road, Reading, United Kingdom, RG1 3JH ("**Assignor**")

in favour of

SEAGREEN ALPHA WIND ENERGY LIMITED, a company incorporated in England and Wales under the Companies Acts with registered number 07185533 whose registered address is at No.1 Forbury Place 43 Forbury Road, Reading, United Kingdom, RG1 3JH ("**Assignee**")

WHEREAS:-

- (A) The Scottish Ministers granted the Section 36 Consent to the Assignor subject to a condition that their consent be obtained prior to the transfer or assignment of the Section 36 Consent to any other party;
- (B) The Scottish Ministers consented to the transfer of the Section 36 Consent by the Assignor to the Assignee, by virtue of the Assignment Consent;
- (C) The Parties have agreed that the Assignor will assign, and the Assignee will accept, an assignment of the Section 36 Consent with effect from the Effective Date on the terms set out in this Assignment.

IT IS AGREED as follows:-

1. DEFINITIONS

In this Assignment (including the recitals above):-

"Assignment"	means the assignment constituted by this agreement;
"Assignment Consent"	means the Scottish Ministers' consent to assign the Section 36 Consent from the Assignor to the Assignee copies of which form Part 1 of the Schedule
"Company"	has the meaning given in the Section 36 Consent;
"Effective Date"	means the last date of execution of the Assignment;
"Parties"	means the Assignor and the Assignee;
"Schedule"	means the schedule comprising two Parts executed as relative to this Assignment;
"Section 36 Consent"	the consent for the construction and operation of the Seagreen Bravo Offshore Wind Farm granted to the Assignor by the Scottish Ministers under section 36 of the Electricity Act 1989 on 10 October 2014, as varied by the Scottish Ministers by decision letter issued pursuant to an application under section 36C of the Electricity Act 1989 on 28 August 2018, which varied consent is attached hereto as Part 2 of the Schedule; and
"Working Day"	means any day which is not a Saturday, a Sunday or a UK statutory bank or public holiday.

2. **ASSIGNATION**

- 2.1 The Assignor assigns to the Assignee the benefit and the burden of the Section 36 Consent.
- 2.2 The Parties acknowledge that, in satisfaction of condition 4 of the Section 36 Consent, the Scottish Ministers consented to the transfer of the Section 36 Consent from the Assignor to the Assignee by way of the Assignment Consent.
- 2.3 The Assignment shall take effect from the Effective Date and on and from the Effective Date, the Assignee shall be the person for the time being entitled to the benefit of the Section 36 Consent and the terms of the Section 36 Consent, any document submitted to the Scottish Ministers for their approval and any document granting such approval shall be construed by substituting the Assignee for the Assignor as the "Company".

3. **RELEASE OF ASSIGNOR**

- 3.1 With effect on and from the Effective Date, the Assignor is released and discharged from further performance of its obligations under the terms of the Section 36 Consent and from all matters relating thereto, whether such obligations require to be complied with prior to, on or subsequent to the Effective Date.

4. **ASSIGNEE'S OBLIGATIONS**

- 4.1 With effect on and from the Effective Date, the Assignee agrees, and shall free and relieve the Assignor of its obligation and liability, to perform, implement and observe all of the conditions and requirements contained in the Section 36 Consent, on or after the Effective Date.
- 4.2 The Assignee will comply with the conditions of the Assignment Consent.

5. **GOVERNING LAW**

This Assignment shall be governed by, and construed in accordance with, Scots law, and save as provided elsewhere in this Assignment the parties irrevocably submit to the exclusive jurisdiction of the courts of Scotland.

6. COSTS

Each of the Parties will bear their own costs and expenses in connection with this Assignation.

IN WITNESS WHEREOF these presents consisting of this and the two preceding pages together with the Schedule annexed hereto are executed as follows:-

Subscribed for SEAGREEN BRAVO WIND ENERGY LIMITED
at GLASGOW
on TWENTY SECOND NOVEMBER 2019
by

[Redacted]

Signature of Director/Attorney

PAUL GERALD COOLEY
Full Name (Director/Attorney)
before this witness

[Redacted]

CAROLINE MCCARRON
Full Name (Witness)

Signature of Witness

1 WATERLOO STREET
GLASGOW
Address

[Redacted]

Subscribed for SEAGREEN ALPHA WIND ENERGY LIMITED
at GLASGOW
on TWENTY SECOND NOVEMBER 2019
by

Signature of Director/Attorney

PAUL GERALD COOLEY
Full Name (Director/Attorney)
before this witness

[Redacted]

CAROLINE MCCARRON
Full Name (Witness)

Signature of Witness

1 WATERLOO STREET
GLASGOW
Address

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING ASSIGNATION OF SECTION
36 CONSENT BY SEAGREEN BRAVO WIND ENERGY LIMITED IN FAVOUR OF SEAGREEN
ALPHA WIND ENERGY LIMITED

SCHEDULE

Part 1

ASSIGNATION CONSENT