

MR04

Statement of satisfaction in full or in part of a charge



Companies House

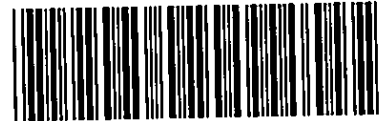
You can use the WebFiling service to file this form online

Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company

☐ **What this form is NOT for**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage
charge against an LLP. Use
LL MR04

WEDNESDAY



A16 30/03/2016 #178
COMPANIES HOUSE

1 Company details

Company number 0 4 1 5 5 1 3 7

Company name in full Lynn Wind Farm 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 Charge creation

When was the charge created?

→ Before 06/04/2013 Complete **Part A and Part C**

→ On or after 06/04/2013 Complete **Part B and Part C**

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge

Charge creation date 2 7 1 0 2 0 0 9

A2 Charge number

Please give the charge number. This can be found on the certificate

Charge number* 0 0 0 1

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description Second Ranking Fixed and Floating Security Document (the "Fixed
and Floating Charge") dated 27 October 2009 between the Chargor
and Lloyds Bank plc (formerly Lloyds TSB Bank plc) (the "Security
Trustee", as security trustee (which expression includes its
successors in title, permitted assigns and permitted transferees) for
the benefit of the Secured Creditors)

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

Statement of satisfaction in full or in part of a charge

Short particulars of the property or undertaking charged

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

The Chargor, as security for the payment of all Liabilities, charged in favour of the Security Trustee (subject to the first ranking security granted by the Chargor) (a) Present Real Property (being all leasehold and freehold property in England and Wales and within its territorial waters and including the Leasehold from the Crown Estate of part of the seabed at Lynn Skegness for the generation of electricity and the related supplemental deed each between the Chargor and The Crown Estate Commissioners and dated 4 April 2007 (the "Crown Estate Lease")) by way of legal mortgage, (b) Future Real Property by way of fixed equitable charge, and (c) Other Assets including Book Debts, Accounts, Investments (being all securities, investments, warrants, options or rights relating to securities in each case now or in the future), uncalled capital, goodwill, Intellectual Property, plant, machinery and contracts by way of fixed charge (except Real Property and assets located in Scotland or otherwise governed by Scots law) The Chargor, as security for the payment of all Liabilities, charged in favour of the Security Trustee (subject to the first ranking security granted by the Chargor), by way of floating charge its undertaking and all its assets The Chargor, as security for the payment of all Liabilities, assigned to the Security Trustee all its right, title and interest in and to the Assigned Contracts, Insurances and proceeds in respect of Insurances (to the extent not assigned pursuant to the first ranking security) For further details please see attached pages from the Form MG01

Charges created on or after 06/04/2013

Charge code

This is the unique reference code allocated by the registrar

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Statement of satisfaction in full or in part of a charge

Part C To be completed for all charges**C1****Satisfaction**

I confirm that the debt for the charge as described has been paid or satisfied
Please tick the appropriate box

- ☒ In full
☐ In part

C2**Details of the person delivering this statement and their interest in the charge**

Please give the name of the person delivering this statement

Name

LYNN WIND FARM LIMITED

Please give the address of the person delivering this statement

Building name/number

MILLSTREAM

Street

MAIDENHEAD ROAD

Post town

WINDSOR

County/Region

BERKSHIRE

Postcode

S L 4 5 G D

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in
the charge

CHARGOR

C3**Signature**

Please sign the form here

Signature

Signature

X S-113

f. Burham

X

MR04

Statement of satisfaction in full or in part of a charge

**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. The contact information you give will be visible to searchers of the public record.

Contact name	Lee Hams
Company name	Everest LLP
Address	1 Wood Street
Post town	London
County/Region	
Postcode	EC2V 7WS
Country	
DX	
Telephone	

**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
- Part A Charges created before 06/04/2013**
 - ☐ You have given the charge date
 - ☐ You have given the charge number (if appropriate)
 - ☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4
- ☐ **Part B Charges created on or after 06/04/2013**
You have given the charge code
- ☐ **Part C To be completed for all charges**
 - ☐ You have ticked the appropriate box in Section C1
 - ☐ You have given the details of the person delivering this statement in Section C2
 - ☐ You have signed the form

**Important information**

Please note that all information on this form will appear on the public record

**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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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	<div data-bbox="322 414 1471 481"> <p>Company name Lynn Wind Farm Limited Registration number 04155137</p> </div> <div data-bbox="1069 448 1316 481" style="text-align: right;">Continuation page (1)</div> <div data-bbox="322 504 1471 1736"> <p>1 Fixed Charges</p> <p>Subject to the first ranking security granted pursuant to the First Ranking Security Document, the Chargor, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Trustee (as trustee for the Secured Creditors)</p> <p>1.1 Present Real Property by way of legal mortgage, all Real Property in England and Wales and its territorial waters (including that described in schedule 7 (<i>Real Property</i>) to the Fixed and Floating Charge, as set out in Note (3) if any) including the Offshore Real Property belonging to it at the date of the Fixed and Floating Charge</p> <p>1.2 Future Real Property by way of fixed equitable charge, all other Real Property now belonging to it, all Real Property acquired by it in the future and the Offshore Real Property (to the extent that such Offshore Real Property is not secured by way of first or second legal mortgage) except, in each case, any Real Property located in Scotland or otherwise governed by Scottish law</p> <p>1.3 Other Assets by way of fixed charge, all its present and future</p> <ul style="list-style-type: none"> (a) Book Debts, (b) Accounts, (c) Investments, (d) uncalled capital and goodwill, (e) Intellectual Property, (f) beneficial interest in any pension fund, (g) plant and machinery (except to the extent mortgaged or charged as described in paragraphs 1.1 (<i>Present Real Property</i>) or 1.2 (<i>Future Real Property</i>)) including that described in schedule 8 (<i>Plant and Machinery</i>) to the Fixed and Floating Charge, as set out in Note (4) to the extent owned by the Chargor; and (h) any contracts or policies of insurance taken out by or on behalf of it (except, in relation to the Insurances, to the extent assigned as described in paragraph 3 (<i>Assignment</i>)) and all related proceeds, claims of any kind, returns of premium and other benefits, <p>except, in each case, any such assets located in Scotland or otherwise governed by Scottish law</p> </div>	

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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	<p>Company name Lynn Wind Farm Limited Registration number 04155137</p> <p style="text-align: right;">Continuation page (2)</p> <p>2 Floating Charge</p> <p>Subject to the first ranking security granted pursuant to the First Ranking Security Document, the Chargor, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Trustee (as trustee for the Secured Creditors) by way of floating charge, its undertaking and all its assets, both present and future (including assets expressed to be charged by the Security described in paragraph 1 (<i>Fixed Charges</i>) above)</p> <p>3 Assignment</p> <p>To the extent that any right, title and interest of the Chargor in and to the assets listed below is not assigned pursuant to the First Ranking Security Document, the Chargor, with full title guarantee, assigned absolutely to the Security Trustee (as trustee for the Secured Creditors), as security for the payment of all Liabilities, all its present and future.</p> <p>(a) right, title and interest in and to the Assigned Contracts (as described in schedule 3 (<i>Assigned Contracts</i>) to the Fixed and Floating Charge, as set out in Note (2)), including all moneys payable to the Chargor, and any claims, awards and judgments in favour of, receivable or received by the Chargor, under or in connection with the Assigned Contracts, and</p> <p>(b) right, title and interest in and to all Insurances and all proceeds in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of, Insurances)</p>	

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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	<div data-bbox="327 403 805 481"> <p>Company name Lynn Wind Farm Limited Registration number 04155137</p> </div> <div data-bbox="1069 436 1316 481" style="text-align: right;"> <p>Continuation page (3)</p> </div> <p>Note (1). In this Form, except to the extent that the context requires otherwise</p> <p>"Acceptable Collateral" has the meaning given to that term by the Accounts Agreement</p> <p>"Acceptable Collateral Loan Agreement" has the meaning given in Clause 3.6.1 of the Security Trust and Intercreditor Deed</p> <p>"Account Bank" means Lloyds TSB Bank Plc or any account bank replacing it in accordance with the Accounts Agreement</p> <p>"Accounts" of the Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest (other than the Pre-existing Decommissioning Account and any Decommissioning Reserve Account designated in writing by the Security Trustee (prior to the Finance Party Discharge Date, acting on the instructions of the Majority Lenders pursuant to schedule 7 of the Security Trust and Intercreditor Deed) as falling outside the Security constituted by the Charges) and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts</p> <p>"Accounts Agreement" means the accounts agreement dated on or about the date of the Loan Facility Agreement between the Obligors, Lloyds TSB Bank Plc as Agent, Account Bank, Issuing Bank and Security Trustee together with any related bank mandates, fee letters or safekeeping agreements agreed between an Obligor and the Account Bank</p> <p>"Additional Debt" means, in relation to any Debt, any money, debt or liability due, owing or incurred under or in connection with</p> <ul style="list-style-type: none"> (a) any refinancing, novation, deferral or extension of that Debt, (b) any further advance which may be made under any document, agreement or instrument supplemental to any document, agreement or instrument relating to that Debt together with any related interest, fees and costs, (c) any claim for damages or restitution in the event of rescission of that Debt or otherwise in connection with any document, agreement or instrument relating to that Debt, (d) any claim against any Obligor flowing from any recovery by an Obligor or any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer of a payment or discharge in respect of that Debt on the grounds of preference or otherwise, and (e) any amount (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings <p>"Administrative Party" means the Agent, the Security Trustee or the Issuing Bank in each case in their capacity as such (together, being the "Administrative Parties")</p>	

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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	<p>Company name Lynn Wind Farm Limited Registration number 04155137</p> <p style="text-align: right;">Continuation page (4)</p> <p>"Agent" means Lloyds TSB Bank Plc, as agent acting for and on behalf of the Finance Parties.</p> <p>"Approved Trade" has the meaning given to that term in the Loan Facility Agreement</p> <p>"Assigned Contracts" means the contracts and documents to which the Chargor is party listed under the name of that Chargor in schedule 3 (<i>Assigned Contracts</i>) of the Fixed and Floating Charge, as set out in Note (2)</p> <p>"BG Additional Power Purchase Agreement" has the meaning given to that term in the Loan Facility Agreement</p> <p>"BG PPA" means, in respect of each WindCo, the power purchase agreement between that WindCo and the Offtaker, each dated on or about the date of the Loan Facility Agreement, and "BG PPAs" shall mean any or all of them as the context may require</p> <p>"Book Debts" of the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding the Accounts, the Pre-existing Decommissioning Account and any Decommissioning Reserve Account designated in writing by the Security Trustee as falling outside the Security constituted by the Charges), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind</p> <p>"Borrower" means GLID Wind Farms TopCo Limited, a company registered in England and Wales (registered number 06707821), with its registered office at Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD</p> <p>"CEC Deed of Surrender" means each of the deeds of surrender of part relating to the Crown Estate Leases entered into on or around the date of the Loan Facility Agreement between Her Majesty the Queen, The Crown Estate Commissioners, Inner Dowsing WindCo or the Chargor, as the case may be, and GB Gas Holdings Limited</p> <p>"CEC Supplemental Deed" means each of the supplemental deeds relating to the Crown Estates Leases entered into on or around the date of the Loan Facility Agreement between Her Majesty the Queen, The Crown Estate Commissioners, Inner Dowsing WindCo or the Chargor, as the case may be, and GB Gas Holdings Limited</p> <p>"Centrica" means Centrica Plc, a company incorporated under the laws of England and Wales with registered number 03033654</p> <p>"Centrica (CREL) Guarantee" means the guarantee dated on or about the date of the Loan Facility Agreement and made between Centrica and the Security Trustee relating to the Security granted by CREL in favour of the Security Trustee</p> <p>"Centrica Hedging Guarantee" means the hedging deed of guarantee dated on or about the date of the Loan Facility Agreement between Centrica, Banco Santander, S A , HSBC Bank plc and Lloyds TSB Bank Plc</p>	

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Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Company name Lynn Wind Farm Limited Registration number 04155137</p> <p style="text-align: right;">Continuation page (5)</p> <p>"Centrica Guarantee" means the guarantee dated on or about the date of the Loan Facility Agreement which relates to the matters described in clause 8.7.1 (<i>Licence Exemption mandatory prepayment</i>) of the Loan Facility Agreement and made between Centrica and the Security Trustee</p> <p>"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Fixed and Floating Charge</p> <p>"CREL" means Centrica Renewable Energy Limited, registered in England with company number 03275445</p> <p>"Crown Estate Lease" means either or both, as the context may require, of the leases entered into between The Crown Estate Commissioners (on behalf of Her Majesty) and Inner Dowsing WindCo and the Chargor, both dated 4 April 2007, as amended (in each case) by the applicable CEC Supplemental Deed and CEC Deed of Surrender</p> <p>"Debt" means the Senior Debt, Offtaker Debt, Junior Debt and Intercompany Debt</p> <p>"Decommissioning Reserve Account" has the meaning given to that term in the Accounts Agreement</p> <p>"Direct Agreement" has the meaning given to that term by the Loan Facility Agreement</p> <p>"Fee Letter" means any fee letter delivered to a Finance Party pursuant to paragraph 2 (<i>Finance Documents</i>) of Part I of schedule 2 (<i>Conditions precedent to initial Utilisation</i>) of the Loan Facility Agreement</p> <p>"Finance Documents" means</p> <ul style="list-style-type: none"> (a) the Loan Facility Agreement, (b) each Security Document (other than the Offtaker Security Documents), (c) the Accounts Agreement, (d) each Hedging Agreement, (e) each Fee Letter, (f) the Centrica Guarantee, (g) any guarantee falling within paragraph (c) of the definition of Acceptable Collateral, (h) any Acceptable Collateral Loan Agreement, (i) each Hedging Commitment Deed, (j) the Centrica Hedging Guarantee, (k) the Centrica (CREL) Guarantee, and (l) all other documents designated in writing as such by the Agent and the Obligors' Agent. 	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="363 383 1051 412">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="363 432 834 488">Company name Lynn Wind Farm Limited Registration number 04155137</p> <p data-bbox="1098 456 1340 486">Continuation page (6)</p> <p data-bbox="448 517 1481 580">"Finance Parties" means each Mandated Lead Arranger, each Administrative Party, each Hedging Counterparty and each Lender, and "Finance Party" means any one of them</p> <p data-bbox="448 602 1481 732">"Finance Party Discharge Date" means the date upon which all Senior Debt has been fully and irrevocably paid or discharged and no further Senior Debt is capable of becoming outstanding and no actual or contingent liabilities are capable of becoming owed by any Obligor to any of the Finance Parties under any of the Finance Documents</p> <p data-bbox="448 754 1481 848">"First Ranking Security Document" means the Guarantor (English Law) First Ranking Fixed Floating Security Document dated 27 October 2009 between the Chargor and the Security Trustee</p> <p data-bbox="448 871 1481 934">"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus</p> <p data-bbox="448 956 1481 1019">"Glens WindCo" means Glens of Foudland Wind Farm Limited, a company incorporated under the laws of England and Wales with registered number 04493791</p> <p data-bbox="448 1041 1481 1104">"Glens Lease Agreement" has the meaning given to that term in the Loan Facility Agreement</p> <p data-bbox="448 1126 1481 1189">"Guarantors" means the Borrower, the Chargor, Glens WindCo and Inner Dowsing WindCo</p> <p data-bbox="448 1211 1481 1341">"Hedging Agreement" means each hedging agreement entered into consistent with, and for the purposes of, the Hedging Programme comprising an ISDA Master Agreement (together with the schedule) entered into between the Borrower and any Hedging Counterparty and the confirmation(s) under that ISDA Master Agreement</p> <p data-bbox="448 1364 1481 1458">"Hedging Commitment Deeds" means the hedging commitment deeds dated on or about the date of the Loan Facility Agreement between the Borrower and, <i>inter alios</i>, Banco Santander, S A , Lloyds TSB Bank Plc and HSBC Bank plc</p> <p data-bbox="448 1480 1481 1704">"Hedging Counterparty" means a bank or financial institution which meets the criteria set out in paragraphs 1 2 and 1 3 of the Hedging Programme and which is (or, at the date of execution of a Hedging Agreement, will be) party to a Hedging Agreement with the Borrower and which, is an original party to, or has acceded (or, in accordance with a Hedging Commitment Deed, is obliged to accede) to, the Security Trust and Intercreditor Deed as a "Hedging Counterparty" in accordance with the terms of the Security Trust and Intercreditor Deed</p> <p data-bbox="448 1727 1481 1821">"Hedging Programme" means the terms of schedule 9 (<i>Hedging Programme</i>) of the Loan Facility Agreement setting out the hedging programme for the management of the Borrower's exposure to changes in currency exchange rates and floating rates of interest</p>

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Particulars of a mortgage or charge

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Short particulars	<p>Company name Lynn Wind Farm Limited Registration number 04155137</p> <p style="text-align: right;">Continuation page (7)</p> <p>"Inner Dowsing WindCo" means Inner Dowsing Wind Farm Limited, a company incorporated under the laws of Scotland with registered number SC213642</p> <p>"Insurances" means the Offshore Insurances, the Onshore Insurances and all contracts and policies of insurance of any kind which an Obligor is required to maintain pursuant to paragraph 4 (<i>Additional Insurances</i>) of schedule 11 (<i>Insurances</i>) of the Loan Facility Agreement</p> <p>"Intellectual Property" of the Chargor means all present and future patents, copyrights, database rights, designs, applications for registration (and the right to apply for registration) for any of the foregoing, trade marks, service marks (whether registered or unregistered) and rights of a similar nature or having equivalent or similar effect to any of these, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest</p> <p>"Intercompany Debt" has the meaning given to that term by the Security Trust and Intercreditor Deed</p> <p>"Investments" of the Chargor means</p> <ul style="list-style-type: none"> (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit), (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments, (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights, <p>in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest</p> <p>"ISDA Master Agreement" has the meaning given in paragraph 4 3 of schedule 9 (<i>Hedging Programme</i>) of the Loan Facility Agreement</p> <p>"Issuing Bank" means Lloyds TSB Bank Plc</p> <p>"Junior Debt" has the meaning given to that term by the Security Trust and Intercreditor Deed</p>	

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Particulars of a mortgage or charge

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Short particulars	<p>Company name Lynn Wind Farm Limited Registration number 04155137</p> <p style="text-align: right;">Continuation page (8)</p> <p>"Landowner Agreements" means</p> <ul style="list-style-type: none"> (a) the Glens Lease Agreement (as defined in the Loan Facility Agreement), (b) the Crown Estate Leases, and (c) any lease, licence or agreement (including any amendment, modification or variation of any of the foregoing) with the owners and occupiers of the Sites or any other grantors of Required Property Rights pursuant to which the Borrower or a WindCo is authorised to do any one or more of the following access, design, construct, complete, test, commission, maintain, operate or remove a Wind Farm (as defined in the Loan Facility Agreement) (including all related apparatus and infrastructure), <p>(and "Landowner Agreement" means any one of them in respect of the Wind Farms)</p> <p>"LC Facility Lenders" has the meaning given to that term by the Loan Facility Agreement</p> <p>"Lenders" means the Term Loan Facility Lenders, the WC Facility Lenders and the LC Facility Lenders</p> <p>"Loan Facility Agreement" means the loan facility agreement dated 27 October 2009 between, <i>inter alios</i>, the Borrower, Glens of Foudland Wind Farm Limited, Inner Dowsing Wind Farm Limited, the Chargor, the Original Lenders, the Agent and the Security Trustee</p> <p>"Mandated Lead Arrangers" means Banco Bilbao Vizcaya Argentaria S A, London Branch, Banco Santander, S A, London Branch, Bayensche Landesbank, London Branch, Calyon, Coöperatieve Centrale Raiffeisen-Boerenleenbank B A (trading as Rabobank International), Dexia Crédit Local, London Branch, Fortis Bank, a <i>société anonyme</i> incorporated in Belgium, acting through its UK branch, HSBC Bank plc, KFW IPEX-Bank GmbH, London Branch, Lloyds TSB Bank Plc, National Australia Bank Limited (ABN 12 004 044 937), NIBC Bank N V, The Bank of Tokyo-Mitsubishi UFJ, Ltd, The Governor and Company of the Bank of Ireland</p> <p>"Majority Lenders" has the meaning given to that term in the Security Trust and Intercreditor Deed</p> <p>"Obligor" means the Borrower and/or a Guarantor</p> <p>"Obligors' Agent" means the Borrower, appointed to act on behalf of each Obligor in relation to the Secured Documents pursuant to clause 2.4 (<i>Appointment of Obligors' Agent</i>) of the Loan Facility Agreement</p> <p>"Obligors' Security Documents" has the meaning given to that term in the Security Trust and Intercreditor Deed</p>

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Particulars of a mortgage or charge

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Short particulars	<p>Company name Lynn Wind Farm Limited Registration number 04155137</p> <p style="text-align: right;">Continuation page (9)</p> <p>"Offshore Insurances" means the insurances described in Part B (<i>Offshore Insurances</i>) of Appendix 1 (<i>Insurances</i>) to schedule 11 (<i>Insurance</i>) of the Loan Facility Agreement and which in form and substance comply with the requirements set out in schedule 11 (<i>Insurance</i>) of the Loan Facility Agreement</p> <p>"Offshore Real Property" means</p> <ul style="list-style-type: none"> (a) in respect of the Chargor, real property leased pursuant to the lease between the Chargor and The Crown Estate Commissioners dated 4 April 2007, and (b) in respect of Inner Dowsing WindCo, real property leased pursuant to the lease between Inner Dowsing WindCo and the Crown Estate Commissioners dated 4 April 2007 <p>"Offtaker" means British Gas Trading Limited (a company incorporated in England and Wales with registered number 03078711) and its successors in title and any assignees or transferees of all or part of its rights or obligations under and as permitted pursuant to the terms of the relevant BG PPA</p> <p>"Offtaker Debt" has the meaning given to that term by the Security Trust and Intercreditor Deed</p> <p>"Offtaker Documents" means the Security Trust and Intercreditor Deed, each Offtaker Trading Document, each PPA Direct Agreement and the Offtaker Security Documents</p> <p>"Offtaker Security Documents" means</p> <ul style="list-style-type: none"> (a) each second ranking fixed and floating security document (under English law) dated on or about the date of the Fixed and Floating Charge and given by a WindCo in favour of the Security Trustee (acting as trustee for the Secured Creditors) in respect of its assets (other than to the extent covered by the Scottish law Security Documents referred to in paragraphs (b) to (d) below), (b) the second ranking assignation in security document (under Scottish law) dated on or about the date of the Fixed and Floating Charge and given by Glens WindCo in favour of the Security Trustee (acting as trustee for the Secured Creditors) in respect of its rights in retrocession under certain Scottish contracts, agreements and arrangements (but excluding any rights under the Glens Lease Agreement), (c) the second ranking standard security (under Scottish law) dated on or about the date of the Fixed and Floating Charge and given by Glens WindCo in favour of the Security Trustee (acting as trustee for the Secured Creditors) over the Glens Lease Agreement, and (d) each second ranking bond and floating charge (under Scottish law) dated on or about the date of the Fixed and Floating Charge and given by Glens WindCo and Inner Dowsing WindCo in favour of the Security Trustee (acting as trustee for the Secured Creditors)

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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	<p>Company name Lynn Wind Farm Limited Registration number 04155137</p> <p>"Offtaker Trading Document" means each BG PPA, each BG Additional Power Purchase Agreement and each document, agreement or instrument which documents an Approved Trade with the Offtaker</p> <p>"Onshore Insurances" means the insurances described in Part A (<i>Onshore Insurances</i>) of Appendix 1 (<i>Insurances</i>) to schedule 11 (<i>Insurance</i>) of the Loan Facility Agreement and which in form and substance comply with the requirements set out in schedule 11 (<i>Insurance</i>) of the Loan Facility Agreement</p> <p>"Original Lenders" means the Original Term Loan Facility Lenders, the Original WC Facility Lenders and the Original LC Facility Lenders as listed in Part II (<i>Original Term Loan Facility Lenders</i>), Part III (<i>Original WC Facility Lenders</i>) and Part IV (<i>Original LC Facility Lenders</i>), respectively, of schedule 1 (<i>Parties</i>) of the Loan Facility Agreement</p> <p>"Parent" has the meaning given to that term by the Loan Facility Agreement</p> <p>"Parent 1" means GLID Limited, registered in England with company number 07033278</p> <p>"Parent Security Documents" has the meaning given to that term by the Loan Facility Agreement</p> <p>"PPA Direct Agreement" has the meaning given to that term by the Security Trust and Intercreditor Deed</p> <p>"Pre-existing Decommissioning Account" has the meaning given to that term by the Accounts Agreement</p> <p>"Real Property" means all freehold and leasehold property in England and Wales and within its territorial waters and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)</p> <p>"Required Property Rights" has the meaning given to that term in the Loan Facility Agreement</p> <p>"Secured Creditors" means the Finance Parties, the Offtaker and the Security Trustee (in the capacity as security trustee for and on behalf of the Offtaker)</p> <p>"Secured Documents" means the Finance Documents and the Offtaker Security Documents</p> <p>"Security" means a mortgage, standard security, charge (fixed or floating), pledge, lien, assignment, assignation, hypothecation, set-off or trust arrangement for the purpose of creating security, reservation of title or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p>	Continuation page (10)

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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	<p>Company name Lynn Wind Farm Limited Registered number 04155137</p> <p style="text-align: right;">Continuation page (11)</p> <p>"Security Documents" means</p> <ul style="list-style-type: none"> (a) the Obligors' Security Documents, (b) the Parent Security Documents, (c) the security documents entered into by CREL on or about the date of the Loan Facility Agreement granting Security in favour of the Security Trustee over its rights, title and interest in the shares it holds (and dividends derived thereunder) in the Borrower and the debt the Borrower owes to it, (d) each Direct Agreement, (e) the Offtaker Security Documents, (f) the Security Trust and Intercreditor Deed, and (g) any other document evidencing or creating Security over any asset of an Obligor or a Parent to secure any obligation of any Obligor to a Finance Party under the Finance Documents, <p>in each case to the extent the same have not expired or been terminated or released in accordance with the terms of the Finance Documents</p> <p>"Security Trust and Intercreditor Deed" means the deed so entitled dated on or about the date of the Loan Facility Agreement between, among others, Lloyds TSB Bank Plc as Agent, the Lenders, certain of the Hedging Counterparties, the Security Trustee, Parent 1, the Offtaker and the Obligors</p> <p>"Senior Debt" means all present and future moneys, debts and liabilities due, owing or incurred by any Obligor or Parent to any Finance Party 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), together with any related Additional Debt</p> <p>"Sites" has the meaning given to that term in the Loan Facility Agreement</p> <p>"Term Loan Facility Lenders" has the meaning given to that term by the Loan Facility Agreement</p> <p>"WindCo" means</p> <ul style="list-style-type: none"> (a) Glens WindCo, (b) Inner Dowsing WindCo, and/or (c) the Chargor <p>"WC Facility Lenders" has the meaning given to that term by the Loan Facility Agreement.</p>	

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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	<p>Company name Lynn Wind Farm Limited Registration number 04155137</p> <p style="text-align: right;">Continuation page (12)</p> <p>Note (2): The Assigned Contracts specified in schedule 3 (<i>Assigned Contracts</i>) to the Fixed and Floating Charge are as follows</p> <ol style="list-style-type: none"> 1 The Accounts Agreement (including in respect of any Intercompany Debt in respect of which it is a creditor) 2 The power purchase agreement between the Chargor and the Offtaker dated on or about the date of Financial Close (as defined in the Loan Facility Agreement) 3 The import power purchase agreement between the Chargor and the Offtaker dated on or about the date of Financial Close (as defined in the Loan Facility Agreement) 4 Any agreement documenting an Approved Trade (as defined in the Loan Facility Agreement) (or any credit support relating thereto) and in respect of which the Chargor is a party and which is governed by the law of England and Wales 5 The Landowner Agreements to which the Chargor is a party and are governed by the law of England and Wales 6 The agreement titled "Existing WindCo Loan Agreement" between CREL and the Chargor dated on or about the date of the Fixed and Floating Charge 7 The initial intercompany loan agreement between the Borrower and the Chargor dated on or about the date of Financial Close 8 The Lynn and Inner Dowsing Construction Contracts (as defined in the Loan Facility Agreement) (other than the contract for the design, construction and commissioning of wind turbine generators for the Inner Dowsing Wind Farm dated 28 February 2007 and made between Siemens PLC and Inner Dowsing WindCo) 9 The agreement for the provision of meter operating services in relation to the Lynn Wind Farm (as defined in the Loan Facility Agreement) and Inner Dowsing Wind Farm (as defined in the Loan Facility Agreement) dated 18 February 2008 and made between CREL (as agent for the Chargor and Inner Dowsing WindCo) and E ON UK Energy Services Limited 10 The agreement relating to the connection of Lynn Wind Farm (as defined in the Loan Facility Agreement) dated 24 January 2008 and made between Central Networks East plc and the Chargor 11 The contract for the operation and maintenance of the wind turbine generators at the Lynn Wind Farm (as defined in the Loan Facility Agreement) dated 28 February 2007 and made between Siemens plc and the Chargor 12 The deed of indemnity dated 6 October 2009 and made between Centrica and the Chargor 	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	Company name Lynn Wind Farm Limited Registered number 04155137	
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	13	Parent Company Guarantee from Siemens Aktiengesellschaft dated 21 February 2007 in favour of the Chargor
	14	Parent company guarantee provided by Siemens Holdings Plc dated 6 October 2006 in favour of Inner Dowsing WindCo and the Chargor
	15	Warranty Bond in relations to Lots 1, 2 and 3 Contracts provided by Siemens Financial Services GmbH dated 3 November 2006 in favour of the Chargor
	16	Licences in relation to Lots 1, 2 and 3 Contracts granted by Siemens Transmission and Distribution Limited dated 4 October 2006 in favour of the Chargor (within applicable Lynn and Inner Dowsing Construction Contract)
	17	Guarantee in relation to Lot 4 Contract provided by the parent of Nexans Norway A/S dated 9 May 2006 in favour of the Chargor
	18	Performance Bond in relation to Lot 4 Contract provided by Nordea Bank Norge dated 10 May 2006 in favour of the Chargor
	19	Licence in relation to Lot 4 Contract granted by Nexans Norway A/S dated 8 May 2006 in favour of the Chargor (within applicable Lynn and Inner Dowsing Construction Contract)
	20	Guarantee in relation to Lot 5 Contract provided by Subocean Group Ltd dated 19 October 2006 in favour of the Chargor
	21	Performance Bond in relation to Lot 5 Contract provided by the Bank of Scotland 19 October 2006 in favour of the Chargor
	22	Licence in relation to Lot 5 Contract granted by Subocean Ltd dated 19 October 2006 in favour of the Chargor (within applicable Lynn and Dowsing Construction Contract)
	23	Performance Bond in relation to Lot 6 Contract provided by Danske Bank A/S dated 5 October in favour of the Chargor
	24	Licence in relation to Lot 6 Contract granted by MT HØJGAARD A/S dated 14 September 2006 in favour of the Chargor (within applicable Lynn and Inner Dowsing Construction Contract)
	25	The deed of covenant given by Centrica in favour of the Chargor and Inner Dowsing WindCo on or prior to Financial Close, pursuant to which Centrica covenants to pay to the Chargor and Inner Dowsing WindCo an amount equal to certain Tax (as defined in the Loan Facility Agreement) liabilities arising as a consequence of, or by reference to, each CEC Deed of Surrender (as defined in the Loan Facility Agreement)

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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

Company name Lynn Wind Farm Limited
Registration number 04155137

Continuation page (14)

- 26 The indemnity granted, on or prior to Financial Close, by Centrica in favour of the Chargor and Inner Dowsing WindCo, pursuant to which Centrica indemnifies the Chargor and Inner Dowsing WindCo for certain losses arising by reason of any owner of the land under the Public Highways (as defined therein) seeking an injunction, damages or other payment, or making any other claim as a result of the installation of the LID Export Cables (as defined in the Loan Facility Agreement) under the Public Highways without the grant of the requisite wayleaves, easements or similar rights
- 27 All other documents to which the Chargor is a party and which are designated as a Finance Document, Key Project Document (as defined in the Loan Facility Agreement), the Electrical Works Contract (as defined in the Loan Facility Agreement) or Junior Finance Document (as defined in the Loan Facility Agreement) under the Loan Facility Agreement and which are governed by the law of England and Wales

Note (3): The Real Property specified in schedule 7 (*Real Property*) to the Fixed and Floating Charge is as follows

Address	Freehold/ Leasehold	Title Number	Use
Part of the seabed at Lynn Skegness	Leasehold from Crown Estate	None	Generation of electricity

The rights and obligations contained in a Wayleave Agreement dated 14 December 2006 made between North Shore Golf Club (Skegness) Limited (1) and Lynn Wind Farm Limited (formerly Centrica (LW) Limited) and Inner Dowsing Wind Farm Limited (formerly Centrica (IDW) Limited) (2) relating to land at North Shore Golf Club, Skegness, Lincolnshire

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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

Company name Lynn Wind Farm Limited
Registration number 04155137

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Note (4): The plant and machinery specified in schedule 8 (*Plant and machinery*) to the Fixed and Floating Charge is as follows

Item	Parts
Wind turbines	<ul style="list-style-type: none"> (54x) SWT 36MW wind turbines, each consisting of a steel wind turbine tower, a 3 bladed rotor and turbine nacelle, transformers and switchgear, remote wind turbine SCADA equipment Access, escape, and lifting equipment, survival equipment (54x) Foundations including transition pieces (48x) 150mm² array cables (6x) 630mm² export cables Transition joint bay including earthing system
Onshore cables	<ul style="list-style-type: none"> HV cables with transition joints to subsea cables, including cable ducts under the sea defence Communication cables / communications equipment
Onshore substation (Middlemarsh)	<ul style="list-style-type: none"> (2x) 106 MVA transformers 33kv and LV Switchgear Power quality meters
Onshore control room / SCADA base station	<ul style="list-style-type: none"> Wind turbine SCADA base station Wind farm SCADA base station Communications equipment

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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	<p>Company name Lynn Wind Farm Limited Registration number 04155137</p> <p style="text-align: right;">Continuation page (16)</p> <p>Note (5): The Fixed and Floating Charge provides that</p> <p>1 Security The Chargor shall not create or permit to subsist any Security over any Charged Asset except as permitted by clause 24 6 (<i>Negative pledge</i>) of the Loan Facility Agreement</p> <p>2 Disposal The Chargor shall not enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Charged Asset except as permitted by clause 24 14 (<i>Disposals</i>) of the Loan Facility Agreement</p> <p>3 Conversion by Notice The Security Trustee may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Chargor specifying the relevant Charged Assets (either generally or specifically)</p> <p>3.1 if it considers it necessary or reasonably desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, including where it considers that such Charged Assets are in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, and/or</p> <p>3.2 while an Enforcement Event is continuing</p> <p>4 Automatic Conversion If</p> <p>4.1 the Chargor takes any step to create any Security in breach of paragraph 1 (<i>Security</i>) of this Note (5) over any of the Charged Assets not subject to a fixed Charge, or</p> <p>4.2 any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,</p> <p style="padding-left: 40px;">the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge</p> <p>In this Form, except to the extent that the context requires otherwise</p> <p>"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets</p> <p>"Enforcement Event" means</p> <p>(a) prior to the Finance Party Discharge Date, the occurrence of the Offtaker Enforcement Trigger Date, and</p> <p>(b) following the Finance Party Discharge Date, termination of a BG PPA by the Offtaker in accordance with clause 24 2 of a BG PPA</p> <p>"Offtaker Enforcement Trigger Date" has the meaning given to it in clause 8 1 of the Security Trust and Intercreditor Deed</p>	