

MG01

Particulars of a mortgage or charge



015/99/13

**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 on  
company. To do this, use  
form MG01s.



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10/11/09  
COMPANIES HOUSE

104

WEDNESDAY

\*LYSEYEOP\*

LD6

04/11/2009

48

COMPANIES HOUSE

1

**Company details**

Company number

0 4 4 9 3 7 9 1

Company name in full

Glens of Foudland Wind Farm Limited (the "Chargor")

8

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

2 9 1 0 2 0 0 9

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

Standard Security granted by the Chargor in favour of the Lloyds TSB Bank  
plc (the "**Security Trustee**"), as security trustee for the benefit of the  
Finance Parties dated 27 October 2009 and presented for registration at  
the Land Register of Scotland on 29 October 2009 (the "**Standard  
Security**").

4

**Amount secured**

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

Amount secured

The "**Liabilities**", which is defined in the Standard Security as  
meaning all present and future moneys, debts and liabilities due,  
owing or incurred by the Obligor to any Finance Party under or in  
connection with any Finance Documents (in each case, whether  
alone or jointly, jointly or severally, with any other person, whether  
actually or contingently and whether as principal, surety or  
otherwise), together with any related Additional Debt.

Capitalised terms used in this Form MG01 and not otherwise defined  
have the meaning given to them in the Paper Apart to this Form  
MG01.

**Continuation page**

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

**MG01**

## Particulars of a mortgage or charge

**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 Lloyds TSB Bank plc

Address 25 Gresham Street

London

Postcode E C 2 V 7 H N

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

As a continuing security for the payment and discharge of the Liabilities the Chargor granted a standard security in favour of the Security Trustee over ALL and WHOLE the subjects known as and forming Glens of Foudland Windfarm, Huntly, Aberdeenshire being the whole subjects registered in the Land Register of Scotland under Title Number ABN74944.

# MG01

## Particulars of a mortgage or charge

### 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

None

### 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 866).

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 870). 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 Philip Knolls  
For and on behalf of Shepherd and Wedderburn X

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

# MG01

## Particulars of a mortgage or 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 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 Amar Wali

Company name Shepherd & Wedderburn

Address 155 St. Vincent Street

Post town Glasgow

County/Region

Postcode G 2 5 N R

Country

DX GW409, Glasgow

Telephone 0141 566 8571



### 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,  
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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://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

**Glens of Foudland Wind Farm Limited (the "Chargor")**

**Company Number 04493791**

In this Form MG01 (including this Form MG01 continuation page) references to "Paper Apart" are to this Form MG01 continuation page.

#### 1. Definitions

**"Acceptable Collateral"** has the meaning given to that term by the Accounts Agreement.

**"Acceptable Collateral Loan Agreement"** has the meaning given to that term by the Security Trust and Intercreditor Deed.

**"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 (each as defined therein) and Security Trustee together with any related bank mandates, fee letters or safekeeping agreements agreed between an Obligor and the Account Bank.

**"Additional Debt"** means, in relation to any Debt, any money, debt or liability due, owing or incurred under or in connection with:

- (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.

**"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"**).

**"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.

**"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.

**"Centrica"** means Centrica Plc, a company incorporated under the laws of England and Wales with registered number 03033654.

# 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

**"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.

**"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 (*Licence Exemption mandatory prepayment*) of the Loan Facility Agreement and made between Centrica and the Security Trustee.

**"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.

**"CREL"** means Centrica Renewable Energy Limited, registered in England with company number 03275445.

**"Debt"** means the Senior Debt, Offtaker Debt, Junior Debt and Intercompany Debt.

**"Direct Agreement"** has the meaning given to that term by the Loan Facility Agreement.

**"Fee Letter"** means any fee letter delivered to a Finance Party pursuant to paragraph 2 (*Finance Documents*) of Part I of schedule 2 (*Conditions precedent to initial Utilisation*) of the Loan Facility Agreement.

**"Finance Documents"** means:

- (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.

**"Finance Parties"** means each Mandated Lead Arranger, each Administrative Party, each Hedging Counterparty and each Lender, and **"Finance Party"** means any one of them.

**"Guarantors"** means the Borrower, the Chargor, Lynn WindCo and Inner Dowsing WindCo.

# 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	<p><b>"Hedging Agreement"</b> 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><b>"Hedging Commitment Deeds"</b> 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><b>"Hedging Counterparty"</b> 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><b>"Hedging Programme"</b> 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> <p><b>"Inner Dowsing WindCo"</b> means Inner Dowsing Wind Farm Limited, a company incorporated under the laws of Scotland with registered number SC213642.</p> <p><b>"Intercompany Debt"</b> has the meaning given to that term by the Security Trust and Intercreditor Deed.</p> <p><b>"Junior Debt"</b> has the meaning given to that term by the Security Trust and Intercreditor Deed.</p> <p><b>"LC Facility Lenders"</b> has the meaning given to that term by the Loan Facility Agreement.</p> <p><b>"Lenders"</b> means the Term Loan Facility Lenders, the WC Facility Lenders and the LC Facility Lenders.</p> <p><b>"Loan Facility Agreement"</b> means the loan facility agreement dated 27 October 2009 between, <i>inter alios</i>, the Borrower, Lynn WindCo, Inner Dowsing WindCo, the Chargor, the Original Lenders, the Agent and the Security Trustee.</p> <p><b>"Lynn WindCo"</b> means Lynn Wind Farm Limited, a company incorporated under the laws of England and Wales with registered number 04155137.</p> <p><b>"Mandated Lead Arrangers"</b> means Banco Bilbao Vizcaya Argentaria S.A., London Branch, Banco Santander, S.A., London Branch, Bayerische 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><b>"Obligor"</b> means the Borrower and/or a Guarantor.</p>	

# 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	<p><b>"Obligors' Agent"</b> 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><b>"Obligors' Security Documents"</b> has the meaning given to that term by the Loan Facility Agreement.</p> <p><b>"Offtaker"</b> 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><b>"Offtaker Debt"</b> means all present and future moneys, debts and liabilities due, owing or incurred by any Obligor to the Offtaker under or in connection with the Offtaker Documents (in each case, whether alone or jointly and severally, with any person, whether actually or contingently, and whether as principal, surety or otherwise), together with any related Additional Debt;</p> <p><b>"Offtaker Security Documents"</b> has the meaning given to that term by the Security Trust and Intercreditor Deed.</p> <p><b>"Original Lenders"</b> 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><b>"Parent"</b> has the meaning given to that term by the Loan Facility Agreement.</p> <p><b>"Parent Security Documents"</b> has the meaning given to that term by the Loan Facility Agreement.</p> <p><b>"Secured Documents"</b> means the Finance Documents and the Offtaker Security Documents;</p> <p><b>"Security"</b> 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> <p><b>"Security Documents"</b> means:</p> <ul style="list-style-type: none"> <li>(a) the Obligors' Security Documents;</li> <li>(b) the Parent Security Documents;</li> <li>(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;</li> <li>(d) each Direct Agreement;</li> <li>(e) the Offtaker Security Documents;</li> <li>(f) the Security Trust and Intercreditor Deed; and</li> </ul>	



# 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

(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,

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.

**"Security Trust and Intercreditor Deed"** means the deed so entitled dated on or about the date of the Standard Security between, among others, the Agent, the Lenders, the Security Trustee, the Offtaker and the Obligors.

**"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.

**"Term Loan Facility Lenders"** has the meaning given to that term by the Loan Facility Agreement.

**"WC Facility Lenders"** has the meaning given to that term by the Loan Facility Agreement.

**"WindCo"** means:

- (a) the Chargor;
- (b) Inner Dowsing Windco; and/or
- (c) Lynn WindCo.

# MG09

## Certificate of registration of a charge comprising property situated in another UK jurisdiction



☒ **What this form is for**  
You may use this form to give notice  
of a certificate of registration of a  
charge comprising property situated  
in another UK jurisdiction.

☒ **What this form is NOT for**  
You cannot use this form as a  
certificate of registration of a charge  
for a company registered  
in Scotland.

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**1**

### Company details

Company number   
Company name in full

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 charge presented

Date of, and parties to, the charge

Jurisdiction   
☒ Scotland  
☐ England and Wales  
☐ Northern Ireland

1 As described on form MG01  
'Particulars of a mortgage  
or charge'.

2 Please tick as appropriate.

**3**

### Signature

Signature

## MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction

### 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 Amar Wali

Company name Shepherd & Wedderburn

Address 155 St. Vincent Street

Post town Glasgow

County/Region

Postcode 

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Country

DX GW409, Glasgow

Telephone 0141 566 8571

### 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 shown the date of, and parties to, the charge in Section 2.
- ☒ You have declared where the charge was presented for registration.
- ☒ You have enclosed the form MG01 and a verified copy of the deed.
- ☒ 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,  
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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 4493791**

**CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A STANDARD SECURITY WHICH  
WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 29  
OCTOBER 2009 AND CREATED BY GLENS OF FOUDLAND WIND  
FARM LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE 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 10 NOVEMBER  
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 NOVEMBER  
2009



*Companies House*  
— for the record —

DX  
RO



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES