

MG01

Particulars of a mortgage or charge

129001/13



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LD3

05/11/2009

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COMPANIES HOUSE

THURSDAY

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 for a Scottish company. To do this, please use form MG01s.

For further information, please refer to our guidance at www.companieshouse.gov.uk

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")

2

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

27 10 2009

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

Second Ranking Fixed and Floating Security Document (the "Fixed and Floating Charge") dated 27 October 2009 between the Chargor and 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)

4

Amount secured

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

Amount secured

£(7).
+
£

The "Liabilities", which is defined in the Fixed and Floating Charge as meaning all present and future moneys, debts and liabilities due, owing or incurred by (i) the Chargor to the Offtaker and the Security Trustee under or in connection with any Offtaker Document to which it is a party, and (ii) any Obligor to the Finance Parties 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.

Continuation page

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

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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	Wholesale Loans Agency 1st Floor, 10 Gresham Street, London
Postcode	E C 2 V 7 A E
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

PLEASE SEE ATTACHED CONTINUATION PAGES.

Particulars of a mortgage or charge

CHFP025
10/09 Version 2.0

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 Paul Doe / Rachel Morse

Company name Linklaters LLP

Address One Silk Street

~~Please return
via
CH London Courier~~

Post town London

County/Region United Kingdom

Postcode

E	C	2	Y		8	H	Q
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Country

DX 10 LONDON/CHANCERY

Telephone 020 7456 2000

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 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

Company name: Glens of Foudland Wind Farm Limited
Registered number: 04493791

Continuation page (1)

1 Fixed Charges

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):

1.1 Present Real Property: by way of legal mortgage, all Real Property in England and Wales and its territorial waters (including that described under the name of the Chargor in schedule 7 (*Real Property*) of the Fixed and Floating Charge if any).

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 except, in each case, any Real Property located in Scotland or otherwise governed by Scottish law.

1.3 Other Assets: by way of fixed charge, all its present and future:

- (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 (*Present Real Property*) or 1.2 (*Future Real Property*)) including that described in schedule 8 (*Plant and Machinery*) to the Fixed and Floating Charge, as set out in Note (3); 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 (*Assignment*)) and all related proceeds, claims of any kind, returns of premium and other benefits,

except, in each case, any such assets located in Scotland or otherwise governed by Scottish law.

2 Floating Charge

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 (*Fixed Charges*) above).

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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: Glens of Foudland Wind Farm Limited
Registered number: 04493791

Continuation page (2)

3 Assignment

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:

- (a) right, title and interest in and to the Assigned Contracts (as described in schedule 3 (*Assigned Contracts*) 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
- (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).

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Particulars of a mortgage or charge

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Company name: Glens of Foudland Wind Farm Limited
Registered number: 04493791

Continuation page (3)

Note (1): In this Form, except to the extent that the context requires otherwise:

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

"Acceptable Collateral Loan Agreement" has the meaning given in Clause 3.6.1 of the Security Trust and Intercreditor Deed.

"Account Bank" means Lloyds TSB Bank Plc, or any account bank replacing it in accordance with the Accounts Agreement.

"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.

"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.

"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"**).

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

Company name: Glens of Foudland Wind Farm Limited
Registered number: 04493791

Continuation page (4)

"Agent" means Lloyds TSB Bank Plc, as agent acting for and on behalf of the Finance Parties.

"Approved Trade" has the meaning given to that term in the Loan Facility Agreement.

"Assigned Contracts" means the contracts and documents to which a Chargor is party listed under the name of that Chargor in schedule 3 (*Assigned Contracts*) of the Fixed and Floating Charge, as set out in Note (2).

"BG Additional Power Purchase Agreement" has the meaning given to that term in the Loan Facility Agreement.

"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.

"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.

"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.

"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 Lynn WindCo, as the case may be, and GB Gas Holdings Limited.

"CEC Supplemental Deed" means each of the supplemental deeds relating to the Crown Estates Lease 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 Lynn WindCo, as the case may be, and GB Gas Holdings Limited.

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

"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 (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.

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

Company name: Glens of Foudland Wind Farm Limited
Registered number: 04493791

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"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.

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Fixed and Floating Charge.

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

"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 Lynn WindCo, both dated 4 April 2007, as amended (in each case) by the applicable CEC Supplemental Deed and CEC Deed of Surrender.

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

"Decommissioning Reserve Account" has the meaning given to that term in the Accounts Agreement.

"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.

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

Company name: Glens of Foudland Wind Farm Limited
Registered number: 04493791

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

"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.

"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.

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus.

"Glens Lease Agreement" has the meaning given to that term in the Loan Facility Agreement.

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

"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.

"Hedging Commitment Deeds" means the hedging commitment deeds dated on or about the date of the Loan Facility Agreement between the Borrower and, *inter alios*, Banco Santander, S.A., Lloyds TSB Bank Plc and HSBC Bank plc.

"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.

"Hedging Programme" means the terms of schedule 9 (*Hedging Programme*) 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.

"Inner Dowsing WindCo" means Inner Dowsing Wind Farm Limited, a company incorporated under the laws of Scotland with registered number SC213642.

"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 (*Additional Insurances*) of schedule 11 (*Insurances*) of 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: Glens of Foudland Wind Farm Limited
Registered number: 04493791

Continuation page (7)

"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.

"Intercompany Debt" has the meaning given to that term by the Security Trust and Intercreditor Deed.

"Investments" of the Chargor means:

- (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,

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.

"ISDA Master Agreement" has the meaning given in paragraph 4.3 of schedule 9 (*Hedging Programme*) of the Loan Facility Agreement.

"Issuing Bank" means Lloyds TSB Bank Plc.

"Junior Debt" has the meaning given to that term by the Security Trust and Intercreditor Deed.

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Short particulars of all the property mortgaged or charged

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

Short particulars

Company name: Glens of Foudland Wind Farm Limited
Registered number: 04493791

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"Landowner Agreements" means:

- (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),

(and **"Landowner Agreement"** means any one of them in respect of the Wind Farms).

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

"Lenders" means the Term Loan Facility Lenders, the WC Facility Lenders and the LC Facility Lenders.

"Loan Facility Agreement" means the loan facility agreement dated on 27 October 2009 between, *inter alios*, the Borrower, the Chargor, Inner Dowsing Wind Farm Limited, Lynn Wind Farm Limited, the Original Lenders, the Agent and the Security Trustee.

"Lynn WindCo" means Lynn Wind Farm Limited, a company incorporated under the laws of England and Wales with registered number 04155137.

"Mandated Lead Arrangers" 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 *société anonyme* 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.

"Majority Lenders" has the meaning given to that term by the Security Trust and Intercreditor Deed.

"Obligor" means the Borrower and/or a Guarantor.

"Obligors' Agent" means the Borrower, appointed to act on behalf of each Obligor in relation to the Secured Documents pursuant to clause 2.4 (*Appointment of Obligors' Agent*) of the Loan Facility Agreement.

"Obligors' Security Documents" has the meaning given to that term by 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: Glens of Foudland Wind Farm Limited Registered number: 04493791 "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. "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. "Offtaker Debt" has the meaning given to that term by the Security Trust and Intercreditor Deed. "Offtaker Documents" means the Security Trust and Intercreditor Deed, each Offtaker Trading Document, each PPA Direct Agreement and the Offtaker Security Documents. "Offtaker Security Documents" means: (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). "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.	

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Short particulars

Company name: Glens of Foudland Wind Farm Limited
Registered number: 04493791

Continuation page (10)

"Onshore Insurances" means the insurances described in Part A (*Onshore Insurances*) of Appendix 1 (*Insurances*) to schedule 11 (*Insurance*) of the Loan Facility Agreement and which in form and substance comply with the requirements set out in schedule 11 (*Insurance*) of the Loan Facility Agreement.

"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 (*Original Term Loan Facility Lenders*), Part III (*Original WC Facility Lenders*) and Part IV (*Original LC Facility Lenders*), respectively, of schedule 1 (*Parties*) of the Loan Facility Agreement.

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

"Parent 1" means GLID Limited, registered in England with company number 07033278.

"Parent Security Documents" has the meaning given to that term by the Loan Facility Agreement.

"PPA Direct Agreement" has the meaning given to that term by the Security Trust and Intercreditor Deed.

"Pre-existing Decommissioning Account" has the meaning given to that term by the Accounts Agreement.

"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).

"Required Property Rights" has the meaning given to that term by the Loan Facility Agreement.

"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).

"Secured Documents" means the Finance Documents and the Offtaker Security Documents.

"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.

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Company name: Glens of Foudland Wind Farm Limited
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Continuation page (11)

"Security Documents" means:

- (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,

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 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.

"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.

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

"Term Loan 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.

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

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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: Glens of Foudland Wind Farm Limited
Registered number: 04493791

Continuation page (12)

Note (2): The Assigned Contracts specified in schedule 3 (*Assigned Contracts*) to the Fixed and Floating Charge are as follows:

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. 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.
4. The Landowner Agreements to which the Chargor is a party and which are governed by the law of England and Wales.
5. The Existing WindCo Loan Agreement between CREL and the Chargor dated on or about the date of the Fixed and Floating Charge.
6. Mandatory service agreement dated 31 March 2005 and made between the Chargor and National Grid Company plc.
7. Bilateral embedded generation agreement dated 31 March 2005 and made between the Chargor and National Grid Company plc.
8. CUSC accession agreement dated 31 March 2005 and made between the Chargor and National Grid Company plc.
9. The turnkey construction contract for the supply, delivery, erection, commissioning and testing of the Glens Wind Farm dated 11 October 2004 and made between the Chargor and Renewable Energy Systems Construction Limited.
10. The Glens O&M Agreements, being the following agreements:
 - (i) operation and maintenance management agreement dated 11 October 2004 and made between the Chargor and Res-Gen Limited; and
 - (ii) electrical works maintenance contract dated 3 January 2006 and made between Southern Electric Contracting Limited and CREL (on behalf of the Chargor).

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

Company name: Glens of Foudland Wind Farm Limited
Registered number: 04493791

Continuation page (13)

11. Parent Company Performance Guarantee granted by Renewable Energy Systems Limited dated 11 October 2004 in favour of the Chargor.
12. Parent Company Guarantee granted by Siemens Wind Power A/S dated 30 June 2005 in favour of the Chargor.
13. The operations, maintenance and warranty agreement dated 30 June 2005 and made between the Chargor and Siemens plc (following novation to Siemens plc from BONUS Wind Turbine UK Limited with effect from 1 February 2007) ("**Glens WOM Agreement**").
14. Performance Bond (governed by the laws of Denmark) granted by Dansk Kaution dated 8 July 2005 in favour of the Chargor in relation to the Glens WOM Agreement.
15. 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) 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.

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

Company name: Glens of Foudland Wind Farm Limited
Registered number: 04493791

Continuation page (14)

Note (3): The plant and machinery specified in schedule 8 (*Plant and machinery*) to the Fixed and Floating Charge is as follows:

Item	Particulars
Wind turbines	(20x) Bonus 13 MW B30 wind turbines, each consisting of a 47 metre turbine tower and a 63 metre 3 bladed rotor and turbine nacelle access and lifting equipment, remote wind turbine SCADA equipment (1x) media converter (Ring type) (1x) splice trays (2x) set of SM pigtails (for ring configuration)
Site infrastructure	- Wind turbine foundations - Wind turbine transformers - Wind turbine switchgear - Wind farm medium voltage and signal cables
Purpose-built control room (SCADA room) – Remote Wind turbine SCADA and Wind farm SCADA and communication systems	(1x) Main PC including RAID (1x) Condition monitoring PC (identical to server above) (2x) 17" monitor (2x) CD burner (1x) HP laser Printer (1x) Desktop printer/ fax/ photocopier (1x) Desktop shredder (1x) Watch dog panel including UPS for PC (1 hour) (1x) Communication interface rack: (1x) Ethernet switch (3x) media converter (Ring type) (1x) MM media converter to PC (1x) MM media converter to GMS (1x) router in the field (1x) GPS timer server (1x) IS Rack Cabinet (1x) Ethernet Switch (Cisco Catalyst 3750) (2x) Servers (Rack Proliant DL360 G4 P) (2x) Modems (1x) wireless router (4x) BT Broadband Line Isolators (6x) BT ADSL Line Isolators (1x) Alarm system

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

Company name: Glens of Foudland Wind Farm Limited
Registered number: 04493791

Continuation page (15)

Part	Parts List
Substation building and compound	• (1x) GMS panes including: • (2x) ION 7600 meters (for SCADA use) • (2x) ION 7600 meters (for RES use) • 1 hour UPS • (2x) ETHERNET I/O module • (1x) MM SC patch cord • (1x) switch media converter • (1x) Switchgear • (1x) Power meter • (3x) High voltage transformer • Grid connection equipment
Meteorology station with remote wind farm SCADA equipment	• Met mast with foundation • (1x) data concentrator • (1x) media converter • (1x) splice box • (1x) set of pig tails • Sensors
Base station SCADA equipment	• Wind turbine SCADA • Wind farm SCADA

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

Company name: Glens of Foudland Wind Farm Limited
Registered number: 04493791

Continuation page (16)

Note (4): The Fixed and Floating Charge provides that:

- 1 Security:** The Chargor shall not create or permit to subsist any Security over any Charged Asset except as permitted by clause 24.6 (*Negative pledge*) of the Loan Facility Agreement.
- 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 (*Disposals*) of the Loan Facility Agreement.
- 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):
 - 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
 - 3.2** while an Enforcement Event is continuing.
- 4 Automatic Conversion:** If:
 - 4.1** the Chargor takes any step to create any Security in breach of paragraph 1 (*Security*) of this Note (4) over any of the Charged Assets not subject to a fixed Charge; or
 - 4.2** any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

In this Form, except to the extent that the context requires otherwise:

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

"Enforcement Event" means:

- (a) prior to the Finance Party Discharge Date, the occurrence of the Offtaker Enforcement Trigger Date; and
- (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.

"Oftaker Enforcement Trigger Date" has the meaning given to it in clause 8.1 of the Security Trust and Intercreditor Deed.



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. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECOND RANKING FIXED AND
FLOATING SECURITY DOCUMENT DATED 27 OCTOBER 2009
AND CREATED BY GLENS OF FOUDLAND WIND FARM
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO THE OFFTAKER AND LLOYDS
TSB BANK PLC (AS SECURITY TRUSTEE) ON ANY ACCOUNT
WHATSOEVER AND ALL MONIES DUE OR TO BECOME DUE
FROM ANY OBLIGOR TO THE FINANCE PARTIES 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 5 NOVEMBER
2009

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 NOVEMBER
2009**



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES