

MG01

Particulars of a mortgage or charge

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LASERFORM

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

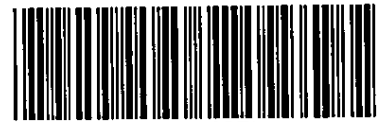
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.



What this form is NOT

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s.

WEDNESDAY



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LD6

04/11/2009

39

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")

6

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

d3 d0 m1 m0 y2 y0 y0 y9

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

Assignment in Security (the "Assignment in Security") dated 27 October 2009 between the Chargor and Lloyds TSB Bank plc (the "Security Trustee"), as security trustee for the benefit of the Finance Parties and intimated on 30 October 2009.

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 Assignment in Security as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Obligors 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.

Continuation page

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

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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

The Chargor as continuing security for the payment and discharge of the Liabilities assigned in favour of the Security Trustee as trustee for the Finance Parties its whole, right, title, interest and benefit in and to the Contracts and all Rights of the Chargor arising in relation thereto.

See attached continuation pages for defined terms.

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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 Linklaters LLP X

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

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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

Post town London

County/Region United Kingdom

Postcode E C 2 Y 8 H Q

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	<p>Company name: Glens of Foudland Wind Farm Limited Registered number: 04493791</p> <p style="text-align: right;">Continuation page (1)</p> <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 to that term by 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 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> <p>"Agent" means Lloyds TSB Bank Plc, as agent acting for and on behalf of the Finance Parties.</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>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	Continuation page (2)
Short particulars	<p data-bbox="311 344 1029 378">Please give the short particulars of the property mortgaged or charged.</p> <p data-bbox="311 398 963 456">Company name: Glens of Foudland Wind Farm Limited Registered number: 04493791</p> <p data-bbox="406 486 1485 584">"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 data-bbox="406 609 1485 674">"Centrica" means Centrica Plc, a company incorporated under the laws of England and Wales with registered number 03033654.</p> <p data-bbox="406 698 1485 797">"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 data-bbox="406 822 1485 920">"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> <p data-bbox="406 945 1485 1077">"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 data-bbox="406 1102 1485 1167">"Contracts" means each of the documents set out in schedule 2 to the Assignment in Security, as set out in Note (2).</p> <p data-bbox="406 1191 1485 1256">"CREL" means Centrica Renewable Energy Limited, registered in England with company number 03275445.</p> <p data-bbox="406 1281 1374 1312">"Debt" means the Senior Debt, Offtaker Debt, Junior Debt and Intercompany Debt.</p> <p data-bbox="406 1337 1437 1368">"Direct Agreement" has the meaning given to that term by the Loan Facility Agreement.</p> <p data-bbox="406 1393 1485 1491">"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 data-bbox="406 1516 775 1547">"Finance Documents" means:</p> <ul data-bbox="406 1572 1422 1966" 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; 	

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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: Glens of Foudland Wind Farm Limited Registered number: 04493791</p> <p>(i) each Hedging Commitment Deed;</p> <p>(j) the Centrica Hedging Guarantee;</p> <p>(k) the Centrica (CREL) Guarantee; and</p> <p>(l) all other documents designated in writing as such by the Agent and the Obligors' Agent.</p> <p>"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>"Guarantors" means the Borrower, the Chargor, Lynn WindCo and Inner Dowsing WindCo.</p> <p>"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>"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>"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>"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> <p>"Inner Dowsing WindCo" means Inner Dowsing Wind Farm Limited, a company incorporated under the laws of Scotland with registered number SC213642.</p> <p>"Intercompany Debt" has the meaning given to that term by the Security Trust and Intercreditor Deed.</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

6	Short particulars of all the property mortgaged or charged	Continuation page (4)
Short particulars	<p data-bbox="311 344 1029 378">Please give the short particulars of the property mortgaged or charged.</p> <p data-bbox="311 398 963 456">Company name: Glens of Foudland Wind Farm Limited Registered number: 04493791</p> <p data-bbox="406 488 1458 517">"LC Facility Lenders" has the meaning given to that term by the Loan Facility Agreement.</p> <p data-bbox="406 542 1481 604">"Lenders" means the Term Loan Facility Lenders, the WC Facility Lenders and the LC Facility Lenders.</p> <p data-bbox="406 629 1481 730">"Loan Facility Agreement" means the loan facility agreement dated on 27 October 2009 between, <i>inter alios</i>, the Borrower, the Chargor, Inner Dowsing WindCo, Lynn WindCo, the Original Lenders, the Agent and the Security Trustee.</p> <p data-bbox="406 754 1481 817">"Lynn WindCo" means Lynn Wind Farm Limited, a company incorporated under the laws of England and Wales with registered number 04155137.</p> <p data-bbox="406 842 1481 1115">"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 <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 data-bbox="406 1140 1000 1169">"Obligor" means the Borrower and/or a Guarantor.</p> <p data-bbox="406 1193 1481 1294">"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 data-bbox="406 1319 1481 1382">"Obligors' Security Documents" has the meaning given to that term by the Loan Facility Agreement.</p> <p data-bbox="406 1406 1481 1538">"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 data-bbox="406 1563 1481 1626">"Offtaker Debt" has the meaning given to that term by the Security Trust and Intercreditor Deed.</p> <p data-bbox="406 1650 1481 1713">"Offtaker Security Documents" has the meaning given to that term by the Security Trust and Intercreditor Deed.</p> <p data-bbox="406 1738 1481 1877">"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 data-bbox="406 1901 1303 1930">"Parent" has the meaning given to that term by the Loan Facility Agreement.</p> <p data-bbox="406 1955 1442 1984">"Parent 1" means GLID Limited, registered in England with company number 07033278.</p>	

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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	<p>Company name: Glens of Foudland Wind Farm Limited Registered number: 04493791</p> <p>"Parent Security Documents" has the meaning given to that term by the Loan Facility Agreement.</p> <p>"Rights" means in relation to any Contract:</p> <ul style="list-style-type: none"> (a) the right to receive all and any moneys payable thereunder; (b) the proceeds of any payment thereunder; (c) all claims for damages for any breach thereof (except for a breach by the Chargor); (d) the benefit of all warranties and indemnities contained therein; (e) any right to terminate the same; (f) the right to perform and observe the provisions of the same and to compel the performance and observance of the same. <p>"Secured Documents" has the meaning given to it in the Security Trust and Intercreditor Deed.</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> <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>	

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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: Glens of Foudland Wind Farm Limited Registered number: 04493791</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>"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) the Chargor; (b) Inner Dowsing WindCo; and/or (c) Lynn WindCo. <p>"WC Facility Lenders" has the meaning given to that term by the Loan Facility Agreement.</p> <p>Note (2): The Contracts set out in schedule 2 to the Assignment in Security are as follows:</p> <ol style="list-style-type: none"> 1. Embedded Generation Connection Agreement between Scottish Hydro-Electric Power Distribution plc (formerly Scottish Hydro-Electric Power Distribution Limited) and Glens of Foudland Wind Farm Limited dated 1 and 6 June 2005. 2. Variation Agreement to the Embedded Generation Connection Agreement between Scottish Hydro-Electric Power Distribution plc (formerly Scottish Hydro-Electric Power Distribution Limited) and Glens of Foudland Wind Farm Limited dated 4 and 9 March 2009. 	Continuation page (6)

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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 (7)

Note (3): The Assignment in Security provides that:

1. **Security:** The Chargor shall not create or permit to subsist any Security over any Contract or any Right 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 Contract or any Right except as permitted by clause 24.14 (*Disposals*) of the Loan Facility Agreement.



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. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNATION IN SECURITY
DATED 30 OCTOBER 2009 AND CREATED BY GLENS OF
FOUDLAND WIND FARM LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS 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 4 NOVEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 NOVEMBER
2009

*pl/CLH
✓*



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**