

# MG04

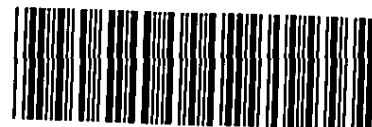
Application for registration of a memorandum of  
satisfaction that part (or the whole) of the property charged  
(a) has been released from the charge; (b) no longer forms  
part of the company's property



☒ **What this form is for**  
You may use this form to register a  
memorandum of satisfaction where  
part or the whole of the property  
has a) been released from the  
charge or b) ceased to form part of  
the property

☒ **What this form is NOT for**  
You cannot use this form to register  
a memorandum of satisfaction  
where part or the whole of the  
property a) has been released from  
the charge or b) no longer forms  
part of the company's property if  
company registered in Scotland  
do this, please use MG04s

TUESDAY



LD4 09/11/2010 45  
COMPANIES HOUSE

## 1 Company details

Company number 0 4 1 5 5 1 3 7

Company name in full Lynn Wind Farm Limited

For official use  
Filing in this form  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

## 2 Creation of charge

Date charge created d2 d7 m1 m0 y2 y0 y0 y9

Description 1 First Ranking Fixed and Floating Security Document dated  
27 October 2009

Date of registration 2 d0 d4 m1 m1 y2 y0 y0 y9

- 1 You should give a description of  
the instrument (if any) creating or  
evidencing the charge,  
e.g. 'Legal charge'
- 2 The date of registration may be  
confirmed from the certificate

## 3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the  
debenture holders

Name Lloyds TSB Bank plc

Address Wholesale Loans Agency, 1st Floor

10 Gresham Street, London, United Kingdom

Postcode E C 2 V 7 A E

Name

Address

Postcode

Name

Address

Postcode

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

## MG04

Application for registration of a memorandum of satisfaction that part (or the whole) of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

### 4 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

See continuation pages (1) to (7)

### 5 Satisfaction of the property charged

I confirm that with respect to the charge described above that ①

- ☒ part of the property  
☐ the whole of the property

has ①

- ☒ been released from the charge  
☐ ceased to form part of the company's property or undertaking  
☐ been released from the charge and ceased to form part of the company's property

① Please tick one box only

### 6 Signature

Please sign the form here

Signature

Signature

X *Slaughter and May*

X

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

## MG04

Application for registration of a memorandum of satisfaction that part (or the whole) of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property



### 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 **Phil Hanson**

Company name  
**Slaughter and May**

Address **One Bunhill Row**

Post town **London**

County/Region

Postcode **E C 1 Y 8 Y Y**

Country **United Kingdom**

DX **DX11 Chancery Lane**

Telephone **0207 090 4414**



### 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 correctly completed the charge details in Section 2
- ☒ You have given the name and address of the chargee, or trustee for the debenture holders
- ☒ You have completed the details of the short particulars of the property charged
- ☒ You have completed both parts of Section 5
- ☒ You have signed the form



### Important information

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



### Where to send

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.**

#### **For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### **For companies registered in Scotland.**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### **For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](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)**

## MG04 - continuation page

Application for registration of a memorandum of satisfaction that part (or the whole) of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

### 4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page (1)

Company name Lynn Wind Farm Limited  
Registration number 4155137

#### Part 1

#### Short Particulars of the Property Mortgaged or Charged

- 1 Pursuant to Clause 3 1 of the First Ranking Fixed and Floating Security Document, the Chargor, with full title guarantee, charged the Offshore Real Property in favour of the Security Trustee by way of first legal mortgage, as security for payment of all Liabilities
- 2 Pursuant to Clause 3 2 of the First Ranking Fixed and Floating Security Document, the Chargor, with full title guarantee, charged the Offshore Real Property in favour of the Security Trustee by way of first fixed equitable charge to the extent the Offshore Real Property is not secured by way of first legal mortgage, as security for payment of all Liabilities
- 3 Pursuant to Clause 4 1 of the First Ranking Fixed and Floating Security Document, the Chargor, with full title guarantee charged the Offshore Real Property in favour of the Security Trustee by way of first floating charge, as security for payment of all Liabilities
- 4 Pursuant to Clause 5(i) of the First Ranking Fixed and Floating Security Document, the Chargor, with full title guarantee assigned absolutely to the Security Trustee all the Chargor's present and future right, title and interest in and to the Assigned Contract, including all moneys payable to that Chargor, and any claims, awards and judgements in favour of, receivable or received by that Chargor, under or in connection with that Assigned Contract, as security for payment of all Liabilities

## MG04 - continuation page

Application for registration of a memorandum of satisfaction that part (or the whole) of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

4	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<div style="text-align: right;">Continuation Page (2)</div> <p>Company name Lynn Wind Farm Limited Registration number 4155137</p> <p style="text-align: center;"><b>Part 2</b></p> <p style="text-align: center;"><b>Definitions</b></p> <p><b>"Acceptable Collateral"</b> has the meaning given to that term by the Accounts Agreement,</p> <p><b>"Acceptable Collateral Loan Agreement"</b> has the meaning given to that term by the Security Trust and Intercreditor Deed,</p> <p><b>"Account Bank"</b> means Lloyds TSB Bank Plc, or any account bank replacing it in accordance with the Accounts Agreement,</p> <p><b>"Accounts Agreement"</b> means the accounts agreement dated on or about the date of the Loan Facility Agreement between the Obligors, the Account Bank, the Agent, the Issuing Bank and the Security Trustee together with any related bank mandates, fee letters or safekeeping agreements agreed between an Obligor and the Account Bank,</p> <p><b>"Additional Debt"</b> 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"> <li>(a) any refinancing, novation, deferral or extension of that Debt,</li> <li>(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,</li> <li>(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,</li> <li>(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</li> <li>(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,</li> </ul> <p><b>"Administrative Party"</b> means the Agent, the Security Trustee or the Issuing Bank in each case in their capacity as such (together, being the <b>"Administrative Parties"</b>),</p> <p><b>"Agent"</b> means Lloyds TSB Bank plc, as agent for and on behalf of the Finance Parties,</p> <p><b>"Assigned Contract"</b> means the Crown Estate Lease,</p> <p><b>"BG PPA"</b> 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,</p> <p><b>"Borrower"</b> 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>	

## MG04 - continuation page

Application for registration of a memorandum of satisfaction that part (or the whole) of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

### 4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page (3)

Company name Lynn Wind Farm Limited  
Registration number 4155137

**"CEC Deed of Surrender"** means the deed of surrender of part relating to the Crown Estate Lease entered into on or around the date of the Loan Facility Agreement between Her Majesty the Queen, The Crown Estate Commissioners, Chargor and GB Gas Holdings Limited,

**"CEC Supplemental Deed"** means the supplemental deed 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, Chargor, and GB Gas Holdings Limited,

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

**"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,

**"Chargor"** means Lynn Wind Farm Limited,

**"Crown Estate Lease"** means the lease entered into between the Crown Estate Commissioners (on behalf of Her Majesty) and the Chargor dated 4 April 2007 as amended by the CEC Supplemental Deed and CEC Deed of Surrender,

**"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,

## MG04 - continuation page

Application for registration of a memorandum of satisfaction that part (or the whole) of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

### 4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page (4)

Company name Lynn Wind Farm Limited  
Registration number 4155137

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

**"First Ranking Fixed and Floating Security Document"** means the first ranking fixed and floating security document dated 27 October 2009 between the Chargor, Glens WindCo, Inner Dowsing WindCo and the Security Trustee,

**"Glens WindCo"** means Glens of Foudland Wind Farm Limited, a company incorporated under the laws of England and Wales with registered number 04493791,

**"Guarantors"** mean the Borrower, Chargor, Glens 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, among others, 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,

## MG04 - continuation page

Application for registration of a memorandum of satisfaction that part (or the whole) of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

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Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page (5)

Company name Lynn Wind Farm Limited  
Registration number 4155137

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

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

**"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,

**"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,

**"Liabilities"** means 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,

**"Loan Facility Agreement"** means the loan facility agreement dated 27 October 2009 between, amongst others, the Borrower, the Chargor, the Security Trustee and the Agent,

**"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, NIBC Bank N V, The Bank of Tokyo-Mitsubishi UFJ, Ltd, The Governor and Company of The Bank of Ireland,

**"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,



## MG04 - continuation page

Application for registration of a memorandum of satisfaction that part (or the whole) of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

### 4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page (6)

Company name Lynn Wind Farm Limited  
Registration number 4155137

**"Offshore Real Property"** means real property leased pursuant to the lease between the Chargor and the Crown Estate Commissioners dated 4 April 2007,

**"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 transferee 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 Security Document"** has the meaning given to that term by the Security Trust and Intercreditor Deed,

**"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,

**"Secured Documents"** has the meaning given to that term by the Security Trust and Intercreditor Deed,

**"Security"** has the meaning given to that term by the Loan Facility Agreement,

**"Security Document"** 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,

## MG04 - continuation page

Application for registration of a memorandum of satisfaction that part (or the whole) of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

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Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page (7)

Company name Lynn Wind Farm Limited  
Registration number 4155137

**"Security Trustee"** means Lloyds TSB Bank plc as security trustee for the Finance Parties,

**"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 in the Loan Facility Agreement,

**"WC Facility Lenders"** has the meaning given to that term in the Loan Facility Agreement,

**"WindCo" means:**

- (a) Glens WindCo,
- (b) Inner Dowsing WindCo, and/or
- (c) the Chargor