

MG01

Particulars of a mortgage or charge

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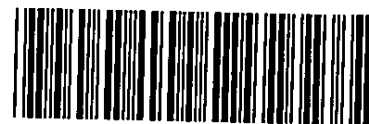
A fee is payable with this form.

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
particulars of a charge to
company. To do this, please
use form MG01s

THURSDAY



LD2 *LGQVGOMC* 28/10/2010 174
COMPANIES HOUSE

1 Company details 3 ☐ ☐ ☐ For official use

Company number 0 4 1 5 5 1 3 7

Company name in full Lynn Wind Farm Limited (the "**Chargor**")

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation ✓ d2 d8 m1 m0 y2 y0 y1 y0

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 **First Ranking Legal Mortgage (the "Legal Mortgage") dated 28 October 2010 between the
Chargor, Inner Dowsing Wind Farm Limited 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 Finance Parties)**

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 Legal Mortgage 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							
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								

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

6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged						
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Continuation page
Please use a continuation page if you need to enter more details

Short particulars

PLEASE SEE ATTACHED CONTINUATION PAGES.

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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 Linlaters LLP

X

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

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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 / Mark Cheney

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region United Kingdom

Postcode EC2Y 8HQ

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



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation page (1)

Company name Lynn Wind Farm Limited
Registration number 04155137

1 Legal Mortgage

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 Finance Parties) by way of first legal mortgage the Offshore Real Property belonging to it at the date of the Legal Mortgage (including that set out in Note 2)

2 Assignment

The Chargor, with full title guarantee, assigned absolutely to the Security Trustee (as trustee for the Finance Parties), as security for the payment of all Liabilities, all its present and future right, title and interest in and to the Assigned Contracts to which it is a party, 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 to which it is a party

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 to that term by 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 Agreement" means the accounts agreement dated 27 October 2009 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

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

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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

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"**)

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

"Assigned Contracts" means, in respect of the Chargor, the Crown Estate Lease

"BG PPA" means, in respect of each WindCo, the power purchase agreement between that WindCo and the Offtaker, each dated 27 October 2009, 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

"Centrica (CREL) Guarantee" means the guarantee dated 27 October 2009 and made between Centrica and the Security Trustee relating to the Security granted by CREL in favour of the Security Trustee

"Centrica Hedging Guarantee" means the hedging deed of guarantee dated 27 October 2009 between Centrica, Banco Santander, S A , HSBC Bank plc and Lloyds TSB Bank Plc

"Centrica Guarantee" means the guarantee dated 27 October 2009 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

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

"Crown Estate Lease" means the lease of part of the seabed at Lynn Skegness and the related supplemental deed, each between Lynn WindCo and The Crown Estate Commissioners and dated 28 October 2010

"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,

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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>(d) each Hedging Agreement,</p> <p>(e) each Fee Letter,</p> <p>(f) the Centrica Guarantee,</p> <p>(g) any guarantee falling within paragraph (c) of the definition of Acceptable Collateral,</p> <p>(h) any Acceptable Collateral Loan Agreement,</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>"Glens WindCo" means Glens of Foudland Wind Farm Limited, a company incorporated under the laws of England and Wales with registered number 04493791</p> <p>"Guarantors" means the Borrower, the Chargor, Glens 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 27 October 2009 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>	

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Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"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> <p>"LC Facility Lenders" has the meaning given to that term by the Loan Facility Agreement</p> <p>"Lenders" means the Term Loan Facility Lenders, the WC Facility Lenders and the LC Facility Lenders</p> <p>"Loan Facility Agreement" means the loan facility agreement dated 27 October 2009 between, <i>inter alios</i>, the Borrower, Glens of Foudland Wind Farm Limited, Inner Dowsing Wind Farm Limited, the Chargor, the Original Lenders, the Agent and the Security Trustee</p> <p>"Lynn WindCo" means the Chargor</p> <p>"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>"Obligor" means the Borrower and/or a Guarantor</p> <p>"Obligors' Agent" means the Borrower, appointed to act on behalf of each Obligor in relation to the Secured Documents pursuant to clause 2 4 (<i>Appointment of Obligors' Agent</i>) of the Loan Facility Agreement</p> <p>"Obligors' Security Documents" has the meaning given to that term by the Loan Facility Agreement</p> <p>"Offshore Real Property" means real property leased pursuant to the lease between the Chargor and The Crown Estate Commissioners dated 28 October 2010</p> <p>"Offtaker" means British Gas Trading Limited (a company incorporated in England and Wales with registered number 03078711) and its successors in title and any assignees or transferees of all or part of its rights or obligations under and as permitted pursuant to the terms of the relevant BG PPA</p> <p>"Offtaker Debt" has the meaning given to that term by the Security Trust and Intercreditor Deed</p> <p>"Offtaker Security Documents" has the meaning given to that term by the Security Trust and Intercreditor Deed</p> <p>"Original Lenders" means the Original Term Loan Facility Lenders, the Original WC Facility Lenders and the Original LC Facility Lenders as listed in Part II (<i>Original Term Loan Facility Lenders</i>), Part III (<i>Original WC Facility Lenders</i>) and Part IV (<i>Original LC Facility Lenders</i>), respectively, of schedule 1 (<i>Parties</i>) of the Loan Facility Agreement</p> <p>"Parent" has the meaning given to that term by the Loan Facility Agreement</p> <p>"Parent 1" means GLID Limited, registered in England with company number 07033278</p>	

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Parent Security Documents" has the meaning given to that term by the Loan Facility Agreement</p> <p>"Secured Documents" has the meaning given to that term by 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 27 October 2009 granting Security in favour of the Security Trustee over its rights, title and interest in the shares it holds (and dividends derived thereunder) in the Borrower and the debt the Borrower owes to it, (d) each Direct Agreement, (e) the Offtaker Security Documents, (f) the Security Trust and Intercreditor Deed, and (g) any other document evidencing or creating Security over any asset of an Obligor or a Parent to secure any obligation of any Obligor to a Finance Party under the Finance Documents, <p>in each case to the extent the same have not expired or been terminated or released in accordance with the terms of the Finance Documents</p> <p>"Security Trust and Intercreditor Deed" means the deed so entitled dated 27 October 2009 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) Glens WindCo, (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>

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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

Note (2): The Offshore Real Property specified in schedule 2 (*Offshore Real Property*) to the Legal Mortgage is as follows

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

Note (3): The Legal Mortgage provides that

- 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
- 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

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

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Legal Mortgage



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4155137
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIRST RANKING LEGAL
MORTGAGE DATED 28 OCTOBER 2010 AND CREATED BY
LYNN 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 28
OCTOBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 OCTOBER
2010

LC



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES