

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 for a company registered in Scotland. To do this, please use MG04s

TUESDAY



LD4 09/11/2010 47
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

→ **Filling 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 Second Ranking Fixed and Floating Security Document
dated 27 October 2009

Date of registration ② d0 d5 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 (8)

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

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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. 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 or email enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at 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 Second 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 legal mortgage, as security for payment of all Liabilities
- 2 Pursuant to Clause 3 2 of the Second 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 fixed equitable charge to the extent the Offshore Real Property is not secured by way of first or second legal mortgage, as security for payment of all Liabilities
- 3 Pursuant to Clause 4 1 of the Second 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 floating charge, as security for payment of all Liabilities
- 4 Pursuant to Clause 5(i) of the Second Ranking Fixed and Floating Security Document, the Chargor with full title guarantee assigned to the Security Trustee absolutely, to the extent the Assigned Contract is not assigned pursuant to the First Ranking Fixed and Floating Security Document, all the Chargor's present and future right, title and interest in and to the Assigned Contract, including all moneys payable to the Chargor and any claims, awards and judgements in favour of, receivable or received by the Chargor, under or in connection with the Assigned Contract, as security for the 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

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Short particulars

Continuation Page (2)

Company name Lynn Wind Farm Limited
Registration number 4155137

Part 2

Definitions

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

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

"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 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,

"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"**),

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

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

"Assigned Contract" means the Crown Estate Lease,

"BG Additional Power Purchase Agreement" means, in respect of the Chargor, the import power purchase agreement between the Offtaker and CREL with a start date of 8 May 2009 and reference number 253313, which was assigned to the relevant WindCo with effect from 19 October 2009, and **"BG Additional Power Purchase Agreements"** shall mean any or all of them as the context may require,

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	<div style="text-align: right;">Continuation Page (3)</div> <p>Company name Lynn Wind Farm Limited Registration number 4155137</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,</p> <p>"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>"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,</p> <p>"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,</p> <p>"Centrica" means Centrica Plc, a company incorporated under the laws of England and Wales with registered number 03033654,</p> <p>"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>"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>"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>"Chargor" means Lynn Wind Farm Limited,</p> <p>"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,</p> <p>"CREL" means Centrica Renewable Energy Limited, registered in England with company number 03275445,</p> <p>"Debt" means the Senior Debt, Offtaker Debt, Junior Debt and Intercompany Debt,</p> <p>"Direct Agreement" has the meaning given to that term by the Loan Facility Agreement,</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

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Short particulars

Continuation Page (4)

Company name Lynn Wind Farm Limited
Registration number 4155137

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

"Finance Documents" means

- (a) the Loan Facility Agreement,
- (b) each Security Document (other than the Offtaker Security Documents),
- (c) the Accounts Agreement,
- (d) each Hedging Agreement,
- (e) each Fee Letter,
- (f) the Centrica Guarantee,
- (g) any guarantee falling within paragraph (c) of the definition of Acceptable Collateral,
- (h) any Acceptable Collateral Loan Agreement,
- (i) each Hedging Commitment Deed,
- (j) the Centrica Hedging Guarantee,
- (k) the Centrica (CREL) Guarantee, and
- (l) all other documents designated in writing as such by the Agent and the Obligors' Agent,

"Finance Parties" 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 Lease Agreement" has the meaning given to that term by the Loan Facility Agreement,

"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,

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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Continuation Page (5)

Company name Lynn Wind Farm Limited
Registration number 4155137

"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,

"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 (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) by 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,

"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,

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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Continuation Page (6)

Company name Lynn Wind Farm Limited
Registration number 4155137

"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,

"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 Document" means any Offtaker Security Document or Offtaker Trading Document,

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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Short particulars

Continuation Page (7)

Company name Lynn Wind Farm Limited
Registration number 4155137

"Offtaker Security Document" means

(a) each second ranking fixed and floating security document (under English law) dated on or about the date of the Second Ranking Fixed and Floating Security Document 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 Second Ranking Fixed and Floating Security Document 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 Second Ranking Fixed and Floating Security Document 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 Second Ranking Fixed and Floating Security Document 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,

"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,

"Second Ranking Fixed and Floating Security Document" means the second ranking fixed and floating security document dated 27 October 2009 between the Chargor and the Security Trustee,

"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 Document and the Offtaker Security Documents,

"Security" 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

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Continuation Page (8)

Company name Lynn Wind Farm Limited
Registration number 4155137

"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,

"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, and

"WindCo" means

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