

MG01

Particulars of a mortgage or charge

128995/13



**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  
company. To do this, please use  
form MG01s.

WEDNESDAY



LD6 04/11/2009 45  
COMPANIES HOUSE

**1 Company details**

Company number 06707821

Company name in full GLID Wind Farms Topco Limited (the "Chargor")

For official use

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

All fields are mandatory unless  
specified or indicated by \*

**2 Date of creation of charge**

Date of creation 27/10/2009

**3 Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description First Ranking Fixed and Floating Security Document (the "Fixed and Floating Charge") dated 27  
October 2009 between the Chargor and Lloyds TSB Bank plc (the "Security Trustee", as security  
trustee (which expression includes its successors in title, permitted assigns and permitted  
transferees) for the benefit of the 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 Fixed and Floating Charge  
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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## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.		<b>Continuation page</b> Please use a continuation page if you need to enter more details.
Name	Lloyds TSB Bank plc	
Address	Wholesale Loans Agency	
	1st Floor, 10 Gresham Street, London	
Postcode	E C 2 V 7 A E	
Name		
Address		
Postcode		

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

Please give the short particulars of the property mortgaged or charged.		<b>Continuation page</b> Please use a continuation page if you need to enter more details.
Short particulars	PLEASE SEE ATTACHED CONTINUATION PAGES.	

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## Particulars of a mortgage or charge

### 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

Country/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 mortgage 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](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)

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## Particulars of a mortgage or charge

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

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

Short particulars

Company name: GLID Wind Farms Topco Limited  
Registered number 06707821

Continuation page (1)

#### 1 Fixed Charges

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):

**1.1 Present Real Property:** by way of first legal mortgage, all Real Property in England and Wales belonging to it at the date of the Fixed and Floating Charge.

**1.2 Future Real Property:** by way of first fixed equitable charge, all other Real Property belonging to it and all Real Property acquired by it in the future (except, in each case, any Real Property located in Scotland or otherwise governed by Scots law).

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

- (a) Shares and Dividends deriving therefrom;
- (b) Book Debts;
- (c) Accounts;
- (d) Investments and Dividends deriving therefrom;
- (e) uncalled capital and goodwill;
- (f) Intellectual Property;
- (g) beneficial interest in any pension fund;
- (h) plant and machinery (except to the extent mortgaged or charged as described in paragraphs 1.1 (*Present Real Property*) or 1.2 (*Future Real Property*)); and
- (i) any contracts or policies of insurance taken out by or on behalf of it (except, in relation to the Insurances, to the extent assigned as described in paragraph 3 (*Assignment*)) and all related proceeds, claims of any kind, returns of premium and other benefits,

except, in each case, any such assets located in Scotland or otherwise governed by Scots law (including without limitation, any present or future shares in Inner Dowsing Windco).

#### 2 Floating Charge

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 floating charge, its undertaking and all its assets, both present and future (including assets expressed to be charged by the Security described in paragraph 1 (*Fixed Charges*) above but excluding the Distribution Account and any loans made by the Chargor from amounts validly standing to the credit of the Distribution Account).

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### Particulars of a mortgage or charge

<b>6</b>	<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 data-bbox="304 383 1519 459"><div>Company name: GLID Wind Farms Topco Limited</div><div>Registered number 06707821</div><div>Continuation page (2)</div></div> <div data-bbox="304 481 1519 996"><p><b>3 Assignment</b></p><p>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:</p><ul style="list-style-type: none"><li>(a) right, title and interest in and to the Assigned Contracts (as described in schedule 3 (<i>Assigned Contracts</i>) to the Fixed and Floating Charge, as set out in Note (2)), including all moneys payable to the Chargor, and any claims, awards and judgments in favour of, receivable or received by the Chargor, under or in connection with the Assigned Contracts; and</li><li>(b) right, title and interest in and to all Insurances and all proceeds in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of, Insurances).</li></ul></div>	

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## Particulars of a mortgage or charge

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

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

Short particulars

Company name: GLID Wind Farms Topco Limited  
Registered number 06707821

Continuation page (3)

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

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

**"Acceptable Collateral Loan Agreement"** has the meaning given 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"** of the Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest (other than the Distribution Account) and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts.

**"Accounts Agreement"** means the accounts agreement dated on or about the date of the Loan Facility Agreement between the Obligors, Lloyds TSB Bank Plc as Agent, Account Bank, Issuing Bank and Security Trustee together with any related bank mandates, fee letters or safekeeping agreements agreed between an Obligor and the Account Bank.

**"Additional Debt"** means, in relation to any Debt, any money, debt or liability due, owing or incurred under or in connection with:

- (a) any refinancing, novation, deferral or extension of that Debt;
- (b) any further advance which may be made under any document, agreement or instrument supplemental to any document, agreement or instrument relating to that Debt together with any related interest, fees and costs;
- (c) any claim for damages or restitution in the event of rescission of that Debt or otherwise in connection with any document, agreement or instrument relating to that Debt;
- (d) any claim against any Obligor flowing from any recovery by an Obligor or any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer of a payment or discharge in respect of that Debt on the grounds of preference or otherwise; and
- (e) any amount (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

**"Administrative Party"** means the Agent, the Security Trustee or the Issuing Bank in each case in their capacity as such (together, being the **"Administrative Parties"**).

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

**"Assigned Contracts"** means the contracts and documents listed in schedule 3 (*Assigned Contracts*) of the Fixed and Floating Charge, as set out in Note (2).

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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: GLID Wind Farms Topco Limited Registered number 06707821</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, and <b>"BG PPAs"</b> shall mean any or all of them as the context may require.</p> <p><b>"Book Debts"</b> of the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding the Accounts and the Distribution Account and any loans made by the Chargor from amounts validly standing to the credit of the Distribution Account), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.</p> <p><b>"Centrica"</b> means Centrica Plc, a company incorporated under the laws of England and Wales with registered number 03033654.</p> <p><b>"Centrica (CREL) Guarantee"</b> 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><b>"Centrica Hedging Guarantee"</b> 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><b>"Centrica Guarantee"</b> 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><b>"Charges"</b> means all or any of the Security created or expressed to be created by or pursuant to the Fixed and Floating Charge.</p> <p><b>"CREL"</b> means Centrica Renewable Energy Limited, registered in England with company number 03275445.</p> <p><b>"Debt"</b> means the Senior Debt, Offtaker Debt, Junior Debt and Intercompany Debt.</p> <p><b>"Direct Agreement"</b> has the meaning given to that term by the Loan Facility Agreement.</p> <p><b>"Distribution Account"</b> has the meaning given to that term by the Accounts Agreement.</p> <p><b>"Dividends"</b> means, in relation to any Investment or Share, all present and future:</p> <ul style="list-style-type: none"> <li>(a) dividends and distributions of any kind and any other sum received or receivable in respect of that Investment or Share;</li> <li>(b) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of that Investment or Share;</li> <li>(c) allotments, offers and rights accruing or offered in respect of that Investment or Share; and</li> </ul>	

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## Particulars of a mortgage or charge

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

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

Short particulars

Company name: GLID Wind Farms Topco Limited

Registered number 06707821

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- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, that Investment or Share.

**"Fee Letter"** means any fee letter delivered to a Finance Party pursuant to paragraph 2 (*Finance Documents*) of Part 1 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"** means each Mandated Lead Arranger, each Administrative Party, each Hedging Counterparty and each Lender, and **"Finance Party"** means any one of them.

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

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

**"Guarantors"** means the Chargor, Glens Windco, Lynn WindCo and Inner Dowsing WindCo.

**"Hedging Agreement"** means each hedging agreement entered into consistent with, and for the purposes of, the Hedging Programme comprising an ISDA Master Agreement (together with the schedule) entered into between the Chargor and any Hedging Counterparty and the confirmation(s) under that ISDA Master Agreement.

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## Particulars of a mortgage or charge

6	<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> <div> Company name: GLID Wind Farms Topco Limited  Registered number 06707821 </div> <div>Continuation page (6)</div> </div> <p><b>"Hedging Commitment Deeds"</b> means the hedging commitment deeds dated on or about the date of the Loan Facility Agreement between the Chargor and, <i>inter alios</i>, Banco Santander, S.A., Lloyds TSB Bank Plc and HSBC Bank plc.</p> <p><b>"Hedging Counterparty"</b> 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 Chargor 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><b>"Hedging Programme"</b> 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 Chargor's exposure to changes in currency exchange rates and floating rates of interest.</p> <p><b>"Inner Dowsing WindCo"</b> means Inner Dowsing Wind Farm Limited, a company incorporated under the laws of Scotland with registered number SC213642.</p> <p><b>"Intellectual Property"</b> of the Chargor means all present and future patents, copyrights, database rights, designs, applications for registration (and the right to apply for registration) for any of the foregoing, trade marks, service marks (whether registered or unregistered) and rights of a similar nature or having equivalent or similar effect to any of these, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest.</p> <p><b>"Insurances"</b> means the Offshore Insurances, the Onshore Insurances and all contracts and policies of insurance of any kind which an Obligor is required to maintain pursuant to paragraph 4 (<i>Additional Insurances</i>) of schedule 11 (<i>Insurances</i>) of the Loan Facility Agreement.</p> <p><b>"Intercompany Debt"</b> has the meaning given to that term by the Security Trust and Intercreditor Deed.</p> <p><b>"Investments"</b> of the Chargor means:</p> <ol style="list-style-type: none"> <li>securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);</li> <li>warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;</li> <li>all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and</li> </ol>

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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: GLID Wind Farms Topco Limited Registered number 06707821</p> <p>(d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,</p> <p>in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest (but excluding the Shares).</p> <p><b>"ISDA Master Agreement"</b> has the meaning given in paragraph 4.3 of schedule 9 (<i>Hedging Programme</i>) of the Loan Facility Agreement.</p> <p><b>"Issuing Bank"</b> means Lloyds TSB Bank Plc.</p> <p><b>"Junior Debt"</b> has the meaning given to that term by the Security Trust and Intercreditor Deed.</p> <p><b>"LC Facility Lenders"</b> has the meaning given to that term by the Loan Facility Agreement.</p> <p><b>"Lenders"</b> means the Term Loan Facility Lenders, the WC Facility Lenders and the LC Facility Lenders.</p> <p><b>"Loan Facility Agreement"</b> means the loan facility agreement dated 27 October 2009 between, <i>inter alios</i>, the Chargor, the Guarantors, the Original Lenders, the Agent and the Security Trustee.</p> <p><b>"Lynn WindCo"</b> means Lynn Wind Farm Limited, a company incorporated under the laws of England and Wales with registered number 04155137.</p> <p><b>"Mandated Lead Arrangers"</b> 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><b>"Obligor"</b> means the Chargor and/or a Guarantor.</p> <p><b>"Obligors' Agent"</b> means the Chargor, 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><b>"Obligors' Security Documents"</b> has the meaning given to that term by the Loan Facility Agreement.</p> <p><b>"Offshore Insurances"</b> means the insurances described in Part B (<i>Offshore Insurances</i>) of Appendix 1 (<i>Insurances</i>) to schedule 11 (<i>Insurance</i>) of the Loan Facility Agreement and which in form and substance comply with the requirements set out in schedule 11 (<i>Insurance</i>) of the Loan Facility Agreement.</p>	

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## Particulars of a mortgage or charge

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Short particulars

Company name: GLID Wind Farms Topco Limited

Registered number 06707821

Continuation page (8)

**"Offtaker"** means British Gas Trading Limited (a company incorporated in England and Wales with registered number 03078711) and its successors in title and any assignees or transferees of all or part of its rights or obligations under and as permitted pursuant to the terms of the relevant BG PPA.

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

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

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

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

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

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

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

**"Real Property"** means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon).

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

**"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.

**"Security Documents"** means:

- (a) the Obligors' Security Documents;
- (b) the Parent Security Documents;

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	Continuation page (9)
Short particulars	<p data-bbox="316 344 1034 376">Please give the short particulars of the property mortgaged or charged.</p> <p data-bbox="316 398 906 456">Company name: GLID Wind Farms Topco Limited Registered number 06707821</p> <ul style="list-style-type: none"> <li data-bbox="408 488 1487 622">(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 Chargor and the debt the Chargor owes to it;</li> <li data-bbox="408 645 775 674">(d) each Direct Agreement;</li> <li data-bbox="408 696 887 725">(e) the Offtaker Security Documents;</li> <li data-bbox="408 748 1031 777">(f) the Security Trust and Intercreditor Deed; and</li> <li data-bbox="408 799 1487 902">(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,</li> </ul> <p data-bbox="408 925 1487 987">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 data-bbox="408 1010 1487 1144"><b>"Security Trust and Intercreditor Deed"</b> 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 data-bbox="408 1167 1487 1341"><b>"Senior Debt"</b> 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 data-bbox="408 1364 788 1393"><b>"Shares"</b> of the Chargor means:</p> <ul style="list-style-type: none"> <li data-bbox="408 1415 1487 1568">(a) all present and future shares in Glens WindCo and Lynn WindCo, including the shares issued and outstanding at the date of the Fixed and Floating Charge described in schedule 7 (<i>Shares</i>) of the Fixed and Floating Charge (as described in Note (3));</li> <li data-bbox="408 1590 1487 1742">(b) all rights relating to any of those shares which are deposited with or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including any rights against any such person); and</li> <li data-bbox="408 1765 1487 1839">(c) all warrants, options and other rights to subscribe for, purchase or otherwise acquire any of those shares,</li> </ul> <p data-bbox="408 1861 1487 1924">in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest.</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: GLID Wind Farms Topco Limited Registered number 06707821</p> <p style="text-align: right;">Continuation page (10)</p> <p><b>"Term Loan Facility Lenders"</b> has the meaning given to that term by the Loan Facility Agreement.</p> <p><b>"WindCo"</b> means:</p> <ul style="list-style-type: none"> <li>(a) Glens WindCo;</li> <li>(b) Inner Dowsing WindCo; and/or</li> <li>(c) Lynn WindCo.</li> </ul> <p><b>"WC Facility Lenders"</b> has the meaning given to that term by the Loan Facility Agreement.</p> <p><b>Note (2):</b> The Assigned Contracts specified in schedule 3 (<i>Assigned Contracts</i>) to the Fixed and Floating Charge are as follows:</p> <ol style="list-style-type: none"> <li>1. The management services agreement dated on or about the date of the Loan Facility Agreement between the Chargor and CREL for the provision of management services by CREL to the Obligors.</li> <li>2. The transitional support services agreement dated on or about the date of the Loan Facility Agreement between the Chargor and CREL for the provision of support services by CREL to the Chargor.</li> <li>3. The agreement entitled "Shareholders' Agreement relating to GLID Wind Farms TopCo Limited" entered into between Parent 1, Parent 2 and the Chargor on or about the Parent 2 Share Completion Date (as defined in the Loan Facility Agreement) in relation to the interests of Parent 1 and Parent 2 in the Chargor.</li> <li>4. Each Hedging Agreement.</li> <li>5. The Accounts Agreement (including in respect of any Intercompany Debt in respect of which it is a creditor).</li> <li>6. Novation agreement dated 12 October 2009 and made between CREL, the Chargor and Southern Electric Contracting Limited in respect of a contract between CREL and Southern Electric Contracting Limited dated 3 January 2006 for the provision of electrical systems operation and maintenance services in relation to the Glens Wind Farm (as defined in the Loan Facility Agreement) commencing 4 November 2005.</li> <li>7. Novation agreement dated on or prior to Financial Close and made between CREL, the Chargor and E.ON UK Energy Services Limited in respect of the Lynn and Inner Dowsing Meter Operating Agreement (as defined in the Loan Facility Agreement).</li> <li>8. The loan agreements entered into between the Chargor and, respectively, Inner Dowsing WindCo and Lynn WindCo, each dated on or prior to Financial Close.</li> </ol>	

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>Company name: GLID Wind Farms Topco Limited Registered number 06707821</p> <p>9. The deed entitled 'Instrument constituting up to £180,000,000 12 Per Cent Callable Notes due 2059' to be executed by the Chargor and dated on or prior to Financial Close.</p> <p>10. The loan agreement dated 1 October 2008 between CREL and the Chargor, pursuant to which CREL advanced an initial aggregate principal amount of £179,000,000 to the Chargor for the purposes of purchasing Lynn WindCo and Inner Dowsing WindCo.</p> <p>11. Any Key Project Document (as defined in the Loan Facility Agreement) entered into by the Chargor from time to time.</p> <p>12. Any Acceptable Collateral Loan Agreement.</p> <p>13. Any Acceptable Collateral Guarantee (as defined in the Security Trust and Intercreditor Deed).</p> <p>14. All other documents to which the Chargor is a party and which are designated as a Finance Document, Key Project Document (as defined in the Loan Facility Agreement) or Junior Finance Document (as defined in the Loan Facility Agreement) under the Loan Facility Agreement and which are governed by the law of England and Wales.</p> <p><b>Note (3):</b> The Shares specified in schedule 7 (<i>Shares</i>) to the Fixed and Floating Charge are as follows:</p> <p>The one (1) issued ordinary share of £1 in the share capital of Lynn WindCo.</p> <p>The one (1) issued ordinary share of £1 in the share capital of Glens WindCo.</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

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

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

Short particulars

Company name: GLID Wind Farms Topco Limited  
Registered number 06707821

Continuation page (12)

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

- 1 Security:** The Chargor shall not create or permit to subsist any Security over any Charged Asset except as permitted by clause 24.6 (*Negative pledge*) of the Loan Facility Agreement.
- 2 Disposal:** The Chargor shall not enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Charged Asset except as permitted by clause 24.14 (*Disposals*) of the Loan Facility Agreement.
- 3 Conversion by Notice:** The Security Trustee may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Chargor specifying the relevant Charged Assets (either generally or specifically):
  - 3.1** if it considers it necessary or reasonably desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, including where it considers that such Charged Assets are in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; and/or
  - 3.2** while an Enforcement Event is continuing.
- 4 Automatic Conversion:** If:
  - 4.1** the Chargor takes any step to create any Security in breach of paragraph 1 (*Security*) of this Note (4) over any of the Charged Assets not subject to a fixed Charge; or
  - 4.2** any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,  
  
then the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

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

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

**"Enforcement Event"** means an Event of Default.

**"Event of Default"** means any event or circumstance specified as such in clause 25.1 (*Events of Default*) 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. 6707821  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A FIRST RANKING FIXED AND  
FLOATING SECURITY DOCUMENT DATED 27 OCTOBER 2009  
AND CREATED BY GLID WIND FARMS TOPCO 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

*P/OCH  
LC*



*Companies House  
— for the record —*



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