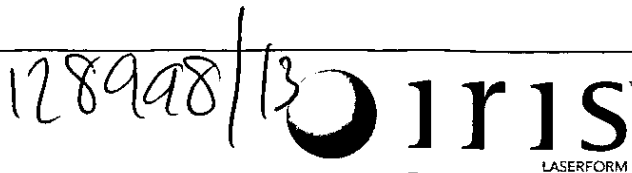


MG01

Particulars of a mortgage or charge



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

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Company details

Company number 0 7 0 3 3 2 7 8

Company name in full GLID 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 2 7 1 0 2 0 0 9

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.

MG01

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.

Continuation page

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.

Continuation page

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

Short particulars PLEASE SEE ATTACHED CONTINUATION PAGES.

MG01

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 *Linhlesters LLP* X

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

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Paul Doe / Rachel Morse

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region United Kingdom

Postcode E C 2 Y 8 H Q

Country

DX 10 LONDON/CHANCERY

Telephone 020 7456 2000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the 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 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

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 Limited
Registered number 07033278

Continuation page (1)

Fixed Charges and Assignment

The Chargor, with full title guarantee and as security for the payment of all Liabilities:

- 1.1 charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of first fixed charge, all its present and future Shares and Dividends deriving therefrom;
- 1.2 charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of first legal mortgage all its present and future Loan Notes and any Interest deriving therefrom; and
- 1.3 assigns absolutely to the Security Trustee (as trustee for the Finance Parties) all its present and future rights, title and interest in and to the Assigned Contracts, including, subject to Clause 7.5 (*Payments*) of the Fixed and Floating Charge, all money payable to the Chargor, and any claims, awards and judgments in favour of the Chargor, under or in connection with the Assigned Contracts.

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 (excluding (i) the Chargor's rights under the Shareholders' Agreement and (ii) the Chargor Distribution Account (and amounts standing to the credit thereof), (iii) any loan made by the Borrower to the Chargor from amounts standing to the credit of the Distribution Account in accordance with the terms of the Finance Documents and (iv) any loan or payment made by the Chargor to a Shareholder or an Affiliate of a Shareholder using funds received by it in accordance with the terms of the Finance Documents (including, to the extent so permitted, as a result of a Distribution, an advance under an Acceptable Collateral Loan Agreement, any agreement entered into in respect of Permitted Financial Indebtedness, a payment in respect of any Shareholder Loan Agreement, the receipt of any payment permitted by clauses 12.2.3 (*Withdrawals*), 13.2.2(i) (*Withdrawals*), 17.3.2(ii) (*Collateral payments*) or 17.3.3 (*Collateral payments*) of the Accounts Agreement or in any other manner not prohibited by the Finance Documents)).

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	<div data-bbox="306 369 1503 448"> <p>Company name: GLID Limited Registered number 07033278</p> <p style="text-align: right;">Continuation page (2)</p> </div> <p>Note (1): In this Form, except to the extent that the context requires otherwise:</p> <p>"Acceptable Collateral" has the meaning given to that term by the Accounts Agreement.</p> <p>"Acceptable Collateral Loan Agreement" has the meaning given to that term by the Security Trust and Intercreditor Deed.</p> <p>"Acceptable Collateral Guarantee" has the meaning given to that term by the Security Trust and Intercreditor Deed.</p> <p>"Account Bank" means Lloyds TSB Bank Plc, or any account bank replacing it in accordance with the Accounts Agreement.</p> <p>"Accounts Agreement" means the accounts agreement dated on or about the date of the Loan Facility Agreement between the Obligors, Lloyds TSB Bank Plc as Agent, Account Bank, Issuing Bank and Security Trustee together with any related bank mandates, fee letters or safekeeping agreements agreed between an Obligor and the Account Bank.</p> <p>"Additional Debt" means, in relation to any Debt, any money, debt or liability due, owing or incurred under or in connection with:</p> <ul style="list-style-type: none"> (a) any refinancing, novation, deferral or extension of that Debt; (b) any further advance which may be made under any document, agreement or instrument supplemental to any document, agreement or instrument relating to that Debt together with any related interest, fees and costs; (c) any claim for damages or restitution in the event of rescission of that Debt or otherwise in connection with any document, agreement or instrument relating to that Debt; (d) any claim against any Obligor flowing from any recovery by an Obligor or any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer of a payment or discharge in respect of that Debt on the grounds of preference or otherwise; and (e) any amount (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings. <p>"Administrative Party" means the Agent, the Security Trustee or the Issuing Bank in each case in their capacity as such (together, being the "Administrative Parties").</p> <p>"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of any such Holding Company.</p>	

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 Limited Registered number 07033278</p> <p style="text-align: right;">Continuation page (3)</p> <p>"Agent" means Lloyds TSB Bank Plc, as agent acting for and on behalf of the Finance Parties.</p> <p>"Assigned Contracts" means:</p> <ul style="list-style-type: none"> (a) the Initial Shareholder Loan Note Instrument and each other Shareholder Loan Agreement entered into by the Chargor; (b) each other document entered into by the Chargor that the Security Trustee and the Chargor (acting reasonably) agree to be designated as an Assigned Contract from time to time. <p>"BG PPA" means, in respect of each WindCo, the power purchase agreement between that WindCo and the Offtaker, each dated on or about the date of the Loan Facility Agreement, and "BG PPAs" shall mean any or all of them as the context may require.</p> <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>"Centrica" means Centrica Plc, a company incorporated under the laws of England and Wales with registered number 03033654.</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 (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 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 Distribution Account" means the bank account in which the Chargor receives any payment of cash from the Distribution Account or from any other account of the Borrower in, each case, in accordance with the terms of the Finance Documents (including, to the extent so permitted, by way of Dividend, Interest or pursuant to an Assigned Contract or in any other manner not prohibited by the Finance Documents) or receives any amounts from any loan or payment made by the Chargor to a Shareholder or an Affiliate of a Shareholder using funds received by it in accordance with the Finance Documents, and no other amounts.</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 Limited
Registered number 07033278

Continuation page (4)

"Commodity Hedging Agreement" means an agreement entered into for the purpose of hedging price exposure with respect to commodities in accordance with the Trading Strategy (as defined in the Loan Facility Agreement).

"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.

"Distribution" means any payment, repayment, redemption (by way of set-off, counterclaim or otherwise) or other distribution or the like, including paying any dividend or making any payment of interest or principal in respect of any subordinated debt, whether in cash or in kind made by or on behalf of an Obligor to an Affiliate of an Obligor, a Parent, any person holding shares in a Parent or an Affiliate of such person howsoever the same may arise and whether pursuant to the terms of an agreement or otherwise or by way of gift, but excluding:

- (a) the repayment of the Existing WindCo Debt and the Shareholder Debt pursuant to Clauses 3.1.1(v) and 3.1.1(vii) (*Purpose*) of the Loan Facility Agreement;
- (b) the repayment of, or payment of interest in respect of, or advance of, Intercompany Debt;
- (c) to the extent that such payment is permitted by the terms of the Security Trust and Intercreditor Deed, any payment made when due under any Offtaker Document (as defined in the Security Trust and Intercreditor Deed);
- (d) any payment permitted by clauses 10.3, 17.3.2(ii) or, in respect of payments to any Parent pursuant thereto, 17.3.3 of the Accounts Agreement;
- (e) any payment funded by amounts transferred to the Distribution Account in accordance with clauses 12.2.3, 13.2.2(i) or 14.2.3 (*Withdrawals*) of the Accounts Agreement;
- (f) any purchase of spares or components on arm's length commercial terms or better; and
- (g) payments made pursuant to the Management Services Agreement or any replacement for such agreement entered into with a Shareholder or an Affiliate of such person in accordance with the terms of this Agreement, and payments made pursuant to the Transitional Support Services Agreement (as in force at Financial Close, or as amended with the consent of the Agent or pursuant to any standing instructions issued thereunder provided that such standing instructions do not extend or vary the scope of the services under the Transitional Support Services Agreement),

provided such payment does not breach any term of a Finance Document.

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 Limited
Registered number 07033278

Continuation page (5)

"Distribution Account" has the meaning given in the Accounts Agreement.

"Dividends" means all present and future:

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of that Share;
- (b) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of that Share;
- (c) allotments, offers and rights accruing or offered in respect of that Share; and
- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, that Share.

"Existing Shareholder Loan Agreement" has the meaning given to it in the Loan Facility Agreement.

"Existing WindCo Debt" has the meaning given to it in the Loan Facility Agreement.

"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.

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 Limited
Registered number 07033278

Continuation page (6)

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

"Financial Close" has the meaning given to it in the Loan Facility Agreement.

"Financial Indebtedness" has the meaning given to it in 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" means the Borrower, 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 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, *inter alios*, 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.

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"Holding Company Activities" has the meaning given in the Loan Facility Agreement.

"Initial Shareholder Loan Note Instrument" means the deed entitled 'Instrument constituting up to £180,000,000 12 Per Cent Callable Notes due 2059' to be executed by the Borrower and dated on or prior to Financial Close.

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

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 Limited
Registered number 07033278

Continuation page (7)

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

"Interest" means all present and future payments of interest or other sums (including capital) received or receivable in respect of the Loan Notes.

"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 Creditor" has the meaning given to that term by the Security Trust and Intercreditor Deed.

"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.

"Loan Facility Agreement" means the loan facility agreement dated 27 October 2009 between, *inter alios*, the Borrower, the Guarantors, the Original Lenders, the Agent and the Security Trustee.

"Loan Notes" means all present and future "Notes" (as defined) under the Initial Shareholder Loan Note Instrument issued by the Borrower to the Chargor.

"Lynn WindCo" means Lynn Wind Farm Limited, a company incorporated under the laws of England and Wales with registered number 04155137.

"Majority Lenders" has the meaning given in the Security Trust and Intercreditor Deed.

"Management Services Agreement" means the management services agreement dated on or about the date of the Loan Facility Agreement between the Borrower and CREL for the provision of management services by CREL to the Obligors.

"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 (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.

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	Continuation page (8)
Short particulars	Please give the short particulars of the property mortgaged or charged.	
	<p>Company name: GLID Limited Registered number 07033278</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>"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 2" means Boreas Holdings S.à r.l.</p> <p>"Parent Security Documents" has the meaning given to that term by the Loan Facility Agreement.</p> <p>"Parent 2 Share Completion Date" means the date on which:</p> <p>(a) Parent 2 is beneficially entitled to 50 per cent. of the shares in the Borrower; and</p> <p>(b) the Borrower receives either:</p> <p>(i) a stock transfer form signed by CREL transferring such shares to Parent 2 which has been stamped for stamp duty purposes by HM Revenue & Customs; or</p> <p>(ii) a stock transfer form signed by CREL transferring such shares to Parent 2 and evidence reasonably satisfactory to the Borrower that such form does not require stamping by HM Revenue & Customs on the grounds that stamp duty is not payable in respect of that transfer.</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 Limited
Registered number 07033278

Continuation page (9)

"Parent 2 SPA Documents" has the meaning given in the Loan Facility Agreement.

"Permitted Financial Indebtedness" means Financial Indebtedness:

- (a) arising under the Intercompany Debt;
- (b) arising under the Shareholder Debt (and, in the case of the Parents only, any Financial Indebtedness incurred by the Parents in the amount necessary to fund such Shareholder Debt) up to a maximum aggregate amount, in each case, of £180,000,000;
- (c) arising under the Relevant Documents;
- (d) arising under a Commodity Hedging Agreement;
- (e) incurred by the Obligors in the ordinary course of business (undertaken in accordance with Clause 24.1 (Nature of business)) of the Loan Facility Agreement not exceeding, in aggregate across all Obligors, £5,000,000;
- (f) prior to and including the date of first Utilisation under the Term Loan Facility, the Existing WindCo Debt;
- (g) in the case of the Parents only:
 - (i) arising under any Acceptable Collateral Loan Agreement;
 - (ii) arising under paragraph (ix) of the definition thereof in respect of any Acceptable Collateral Guarantee; or
 - (iii) incurred by a Parent to any Shareholder or Affiliate of a Shareholder (i) for the performance of its obligations under the Shareholders Agreement, (ii) to fund the acquisition of shares of the Borrower, or (iii) otherwise for the purposes of the Holding Company Activities, provided that all Financial Indebtedness which is permitted to be outstanding solely pursuant to this paragraph (iii) does not exceed £500,000 in any year; and

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	Continuation page (10)
Short particulars	Please give the short particulars of the property mortgaged or charged.	
	<p>Company name: GLID Limited Registered number 07033278</p> <p>(h) in the case of Parent 2 only:</p> <p>(i) incurred in order to complete the acquisition contemplated in, and otherwise perform its obligations under, the Parent 2 SPA Documents; or</p> <p>(ii) incurred in connection with refinancing or restructuring the loan or share capital of Parent 2;</p> <p>(i) in the case of the Chargor only, incurred in order to complete the acquisition contemplated in, and otherwise perform its obligations under, any agreements entered into for the purposes of making the acquisition contemplated in Clause 23.2.3 (Corporate structure) of the Loan Facility Agreement;</p> <p>(j) any counter-indemnity obligation owed to any person for so long as such person is a party to the Security Trust and Intercreditor Deed in the capacity of a Junior Creditor and such counter-indemnity obligation comprises Junior Debt;</p> <p>(k) for so long as it exists, any counter-indemnity obligation arising under the Crown Estate Guarantees (as defined in the Security Trust and Intercreditor Deed) provided that if, applicable, clause 3.7 (Crown Estate Leases and credit support) of the Security Trust and Intercreditor Deed has been complied with and thereafter GB Gas Holdings Limited is a party to the Security Trust and Intercreditor Deed in the capacity of a Junior Creditor and such counter-indemnity obligation comprises Junior Debt; or</p> <p>(l) approved by the Majority Lenders.</p> <p>"Relevant Documents" means the Key Project Documents (as defined in the Loan Facilities Agreement) and the Secured Documents.</p> <p>"Secured Documents" means the Finance Documents and the Offtaker Security Documents.</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>	

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 Limited
Registered number 07033278

Continuation page (11)

"Security Documents" 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, the Chargor, the Offtaker and the Obligors.

"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.

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 Limited Registered number 07033278</p> <p style="text-align: right;">Continuation page (12)</p> <p>"Shares" of the Chargor means:</p> <ul style="list-style-type: none"> (a) all present and future shares in the Borrower, including the shares issued and outstanding at the date of the Fixed and Floating Charge described in schedule 2 (<i>Shares</i>) of the Fixed and Floating Charge (as described in Note (2)); (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 rights against any such person); and (c) all warrants, options or other rights to subscribe for, purchase or otherwise acquire any of those shares, <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.</p> <p>"Shareholder Debt" means Financial Indebtedness owed by the Borrower pursuant to a Shareholder Loan Agreement.</p> <p>"Shareholder Loan Agreements" means:</p> <ul style="list-style-type: none"> (a) the Existing Shareholder Loan Agreement; (b) the Initial Shareholder Loan Note Instrument; (c) the Loan Notes; and (d) any other agreement, note or instrument pursuant to which the Borrower owes Financial Indebtedness to a Parent. <p>"Shareholders" means an existing shareholder in a Parent or any other person who has acquired shares in a Parent in accordance with the terms of the Finance Documents.</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>Company name: GLID Limited Registered number 07033278</p> <p style="text-align: right;">Continuation page (13)</p> <p>"Shareholders Agreement" means the agreement entitled "Shareholders' Agreement relating to GLID Wind Farms TopCo Limited" entered into between the Chargor, Parent 2 and the Borrower on or about the Parent 2 Share Completion Date in relation to the interests of the Chargor and Parent 2 in the Borrower.</p> <p>"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006 and, in relation to financial statements of a group, means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.</p> <p>"Term Loan Facility" means the facility made available under the Loan Facility Agreement as described in Clause 2.1.1 (<i>The Facilities</i>) of the Loan Facility Agreement.</p> <p>"Term Loan Facility Lenders" has the meaning given to that term by the Loan Facility Agreement.</p> <p>"Transitional Support Services Agreement" means the transitional support services agreement dated on or about the date of the Loan Facility Agreement between the Borrower and CREL for the provision of support services by CREL to the Borrower.</p> <p>"Utilisation" means a utilisation of a Facility (as defined in the Loan Facility Agreement).</p> <p>"WC 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. 	

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 Limited
Registered number 07033278

Continuation page (14)

Note (2): The Shares specified in schedule 2 (*Shares*) to the Fixed and Floating Charge are as follows:

The 93,575,999 issued ordinary Shares of £1.00 in the share capital of the Borrower.

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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 Limited
Registered number 07033278

Continuation page (15)

Note (3): The Fixed and Floating Charge provides that:

- 1 Negative Pledge:** The Chargor shall not create or permit to subsist any Security over any its assets other than the Permitted Security.
- 2 Disposal:** The Chargor shall not, except with the consent of the Agent (acting on the instructions of the Majority Lenders), enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any asset other than any sale, lease, transfer or other disposal permitted to be made by the Chargor pursuant to clause 24.14.3 (*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 duress, 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 (*Negative Pledge*) of this Note (3) 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.

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Fixed and Floating Charge.

"Enforcement Event" means an Event of Default.

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 Limited Registered number 07033278</p> <p style="text-align: right;">Continuation page (16)</p> <p>"Event of Default" means any event or circumstance specified as such in clause 25.1 (<i>Events of Default</i>) of the Loan Facility Agreement.</p> <p>"Permitted Security" means Security:</p> <ul style="list-style-type: none"> (a) under the Relevant Documents; (b) under the Offtaker Security Documents; (c) consisting of rights of set-off arising solely by operation of law or contractual rights of set-off or netting (including arising under a Hedging Counterparty's standard terms of business) in respect of transactions entered into in the ordinary course of business (undertaken in accordance with Clause 24.1 (<i>Nature of business</i>) of the Loan Facility Agreement); (d) consisting of any lien arising by operation of law or in the ordinary course of business (undertaken in accordance with Clause 24.1 (<i>Nature of business</i>) of the Loan Facility Agreement); (e) arising out of: <ul style="list-style-type: none"> (i) title retention arrangements or arrangements having a similar effect; or (ii) hire purchase or conditional sale arrangements or arrangements having a similar effect, where the value of goods subject to such arrangements does not exceed £1,000,000 (unless otherwise provided for in the Operating Budget (as defined in the Loan Facility Agreement), <p style="margin-left: 40px;">in each case, on a supplier's standard or usual conditions for the supply of goods acquired by that Obligor in the ordinary course of business (undertaken in accordance with Clause 24.1 (<i>Nature of business</i>) of the Loan Facility Agreement);</p> (f) over Authorised Investments (as defined in the Loan Facility Agreement) in favour of a clearing or custody system holding the Authorised Investment; (g) arising out of any landlord's hypothec in relation to the Glens Lease Agreement (as defined in the Loan Facility Agreement); or (h) created or subsisting with the consent of all Lenders. 	



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 7033278
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 LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE OBLIGORS TO ANY
FINANCE PARTY ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 4 NOVEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 NOVEMBER
2009

*Pl. 1/4t
LC*



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES