



Companies House

MR01(ef)

Registration of a Charge

Company name: **THE RENEWABLES INFRASTRUCTURE GROUP (UK) LIMITED**
Company number: **08506871**

Received for Electronic Filing: **31/07/2013**



Details of Charge

Date of creation: **29/07/2013**
Charge code: **0850 6871 0004**
Persons entitled: **BANK OF SCOTLAND PLC**
Brief description:

Contains fixed charge(s).

Notification of addition to or amendment of charge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8506871

Charge code: 0850 6871 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th July 2013 and created by THE RENEWABLES INFRASTRUCTURE GROUP (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st July 2013 .

Given at Companies House, Cardiff on 31st July 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated 19 July 2013

Sign & Dated *Norton Rose Fulbright LLP*
31 July 2013

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THE RENEWABLES INFRASTRUCTURE GROUP (UK) LIMITED
as Chargor

BANK OF SCOTLAND PLC
as Chargee

BANK OF SCOTLAND PLC
and others as Secured Creditors

CHARGE OVER SHARES

NORTON ROSE FULBRIGHT

Deed dated 29 July 2013

PARTIES

Charger THE RENEWABLES INFRASTRUCTURE GROUP (UK) LIMITED

Chargee BANK OF SCOTLAND PLC

Secured Creditors means as defined in the Common Terms Agreement

SUMMARY

Charger THE RENEWABLES INFRASTRUCTURE GROUP (UK) LIMITED

Chargee BANK OF SCOTLAND PLC as Security Agent for the Secured Creditors from time to time

Charged Assets certain shares of the Charger from time to time, including the shares in the Borrower

Secured Obligations means as defined in clause 1.1 (*Definitions*)

Type of security fixed charges

Law English law

BACKGROUND

(A) The Lenders have made available to the Borrower the Facilities upon the terms and conditions as set out in the Common Terms Agreement.

(B) RES has granted in favour of the Security Agent the RES Charge to secure the Borrower's obligations under the Finance Documents.

(C) The Charger and RES are about to enter into the Transaction.

(D) It is a condition to the Transaction that the Charger enters into this Deed.

(E) It is intended that this Deed operates in conjunction with the Security Documents and that it is in addition to, and not in place of, the RES Charge which will remain effective until the date after the second anniversary of this Deed.

(F) It is acknowledged that RES has no further obligations under the RES Charge.

IT IS AGREED as follows:

Interpretation

1 Definitions and interpretation

Definitions

1.1 In this Deed:

Borrower means Hill of Towrie Limited (incorporated in England with no. 06952881)

Charged Assets means those assets which are from time to time the subject of clause 3.2

Charger means The Renewables Infrastructure Group (UK) Limited (incorporated in England with no.08506871)

Common Terms Agreement means the common terms and definitions agreement dated 10 March 2010 (as amended prior to the date of this Deed) between, amongst others, the Borrower and Bank of Scotland plc, as it may from time to time be further amended, restated, novated or replaced (however fundamentally, including by an increase of any size in the amount of the facilities made available under it, the alteration of the nature, purpose or period of those facilities or the change of its parties)

Default Rate means the rate specified in clause 9.4 (*Default Interest*) of the Common Terms Agreement

Disposal means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of a Security Interest

Dividends, in relation to any Share, means:

(a) dividends and distributions of any kind and any other sum received or receivable in respect of that Share;

(b) shares or other Rights 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) any other Rights attaching to, deriving from or exercisable by virtue of the ownership of, that Share

Enforcement Time means any time on or after the Facility Agent serves the notice contemplated by clause 25.18 (*Consequences of a Portfolio Event of Default*) or clause 26.7 (*Consequences of an Enforcement Event*) (as applicable) of the Common Terms Agreement

Financial Collateral has the meaning given to it by the Financial Collateral Arrangements (No 2) Regulations 2003

Insolvency Event, in relation to a person, means:

- (a) the dissolution, liquidation, provisional liquidation, administration, administrative receivership or receivership of that person or the entering into by that person of a voluntary arrangement or scheme of arrangement with creditors;
- (b) any analogous or similar procedure in any jurisdiction other than England; or
- (c) any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction

Insolvency Legislation means:

- (a) the Insolvency Act 1986 and secondary legislation made under it; and
- (b) any other primary or secondary legislation in England from time to time relating to insolvency or reorganisation

Obligations, in relation to a person, means all obligations or liabilities of any kind of that person from time to time, whether they are:

- (a) to pay money or to perform (or not to perform) any other act;
- (b) express or implied;
- (c) present, future or contingent;
- (d) joint or several;
- (e) incurred as a principal or surety or in any other manner; or
- (f) originally owing to the person claiming performance or acquired by that person from someone else

Officer, in relation to a person, means any officer, employee or agent of that person

Receiver means one or more receivers or managers appointed, or to be appointed, under this Deed

RES Charge means a charge over shares dated 10 March 2010 entered into between RES as chargor and the Security Agent as chargee

Right means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary

Secured Obligations means all present and future moneys, debts and liabilities including, at any time, any amendment to or increase of such liabilities (actual or contingent whether or not matured and whether as principal, directly or otherwise) as may be from time to time due, owing or accrued (whether or not due at such time) or incurred by the Chargor or any other Obligor (or, with respect to any French Project Company by such French Project Company as Borrower and under clause 13 of the Intercreditor Deed) to any Secured Creditor under or in connection with any Finance Document or to any Intercompany Creditor (as defined in the Intercreditor Deed) (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, whether or not matured and whether as principal, surety or otherwise), and includes, but is not limited to, any such moneys, debts or liabilities arising in connection with any Future Wind Farm (or Financing Costs in respect thereof) or any wind farm project which the parties agree to treat as a Future Wind Farm for the purposes of the Common Terms Agreement whether or not such Future Wind Farm (or wind farm project) is known to, or contemplated by, the parties at the date hereof and whether or not such Future Wind Farm (or wind farm project) complies in all or any respects with the Investment Criteria or is included in the Portfolio in compliance with the provisions of the Finance Documents

Secured Party Security means the Security Interest created by this Deed and any other existing or future Security Interest granted by the Chargor to the Security Agent to secure the payment and discharge of Secured Obligations

Secured Party Security Document means a document creating or evidencing Secured Party Security

Shares means:

- (a) the shares described in Schedule 2 (*Shares*);
- (b) any other shares in the capital of the Borrower which are beneficially owned by the Chargor;
- (c) any shares in the capital of the Borrower which are acquired by the Chargor after the date of this Deed which are designated as Shares by the Chargor and the Security Agent at or about the time of their acquisition; and
- (d) any other shares in the capital of the Borrower which may hereafter be registered in the name of, or beneficially owned by, the Chargor and its respective nominee or trustee

Third Parties Act means the Contracts (Rights of Third Parties) Act 1999

Transaction means the proposed acquisition of 100% of the shareholding interest in the Borrower by the Chargor from RES.

Interpretation

- 1.2 In this Deed:
- (a) the table of contents, the summary and the headings are inserted for convenience only and do not affect the interpretation of this Deed;
 - (b) references to clauses and schedules are to clauses of, and schedules to, this Deed;
 - (c) references to the Common Terms Agreement, any Finance Document or any other document are to that document as from time to time amended, restated, novated or replaced, however fundamentally;
 - (d) references to a person include an individual, firm, company, corporation, unincorporated body of persons and any government entity;
 - (e) references to a person include its successors in title, permitted assignees and permitted transferees;
 - (f) words importing the plural include the singular and vice versa; and
 - (g) references to any enactment include that enactment as amended or re-enacted; and, if an enactment is amended, any provision of this Deed which refers to that enactment will be amended in such manner as the Security Agent, after consultation with the Chargor, determines to be necessary in order to preserve the intended effect of this Deed.
- 1.3 Capitalised terms defined in the Common Terms Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- 1.4 Where this Deed imposes an obligation on the Chargor to do something if required or requested by the Security Agent, it will do so as soon as practicable after it becomes aware of the requirement or request.
- 1.5 It is intended that this document takes effect as a deed even though the Security Agent may only execute it under hand.
- 1.6 This Deed may be executed in counterparts.
- 1.7 Each category of shares described in the definition of "Shares" in clause 1.1 will be construed as separate from each other category.

Parties and third parties

- 1.8 The Security Agent and the Secured Creditors are parties to this Deed.
- 1.9 The Rights conferred on each Secured Creditor under clauses 2 (*Payment of Secured Obligations*), 4 (*Set-off*) and 9.10 (*Undertakings*) are enforceable by each of them under the Third Parties Act.
- 1.10 Each Receiver and each Officer of the Security Agent or a Receiver are not parties to this Deed. However, the Rights conferred on them under clauses 12 (*Expenses, liability and indemnity*) and 13 (*Payments*) are enforceable by each of them under the Third Parties Act.
- 1.11 No other term of this Deed is enforceable under the Third Parties Act by anyone who is not a party to this Deed.
- 1.12 The parties to this Deed may terminate this Deed or vary any of its terms without the consent of any third party. However, they may not terminate this Deed or vary any of its terms if this would have the effect of terminating or adversely affecting:
- (a) the Rights of the Secured Creditors under the clauses described in clause 1.9 without their consent in accordance with the Common Terms Agreement; or
 - (b) the Rights of an Officer of the Security Agent or a Receiver under the clauses described in clause 1.10 without its consent, but only to the extent that it has notified the Security Agent that it intends to enforce that clause at the time of the termination or variation.
- Common Terms Agreement and Intercreditor Deed**
- 1.13 This Deed shall be read together with the Common Terms Agreement and the Intercreditor Deed and, in the event of any conflict or inconsistency between the provisions of this Deed and the provisions of the Common Terms Agreement and the Intercreditor Deed, the relevant provisions of the Common Terms Agreement and the Intercreditor Deed shall prevail. In the case of any conflict between the Common Terms Agreement and the Intercreditor Deed, the provisions of the Intercreditor Deed shall prevail.

Security

2 Payment of Secured Obligations

The Chargor will pay or otherwise discharge all Obligations from time to time incurred by it under or in connection with the Finance Documents when they become due for payment or discharge, whether by acceleration or otherwise and in the manner provided for in the Finance Documents save that the Security Agent and the Secured Creditors will have no claim against the Chargor and their recourse to the Chargor shall be limited to the amount of any enforcement proceeds derived from the Charged Assets after deduction of any expenses of enforcement.

3 Charge

3.1 The charges contained in this clause 3:

- (a) are given to the Security Agent as trustee for the Secured Creditors;
- (b) secure the payment and discharge of the Secured Obligations; and
- (c) are given with full title guarantee.

3.2 The Chargor charges, by way of first fixed charge, all of the Rights which it now has and all of the Rights which it obtains at any time in the future in:

- (a) the Shares;
- (b) any Rights accruing to, derived from or otherwise connected with the Shares (including Dividends and proceeds of Disposal); and
- (c) any warrants, options and other Rights to subscribe for or otherwise acquire Shares.

4 Set-off

4.1 A Secured Creditor may, after an Enforcement Time, set off any matured Secured Obligation due from the Chargor (to the extent beneficially owned by that Secured Creditor) against any matured obligation owed by that Secured Creditor to the Chargor, regardless of the place of payment, booking branch or currency of either obligation other than any amount credited to the Distribution Account.

4.2 If the obligations are in different currencies, the Secured Creditor may convert either obligation at a market rate of exchange in its usual course of trading for the purpose of the set-off.

4.3 These Rights are in addition to the security conferred on the Security Agent under this Deed.

5 Restrictions

5.1 The Chargor will ensure that the restrictions contained in this clause 5 are complied with unless the Security Agent agrees to the contrary.

5.2 No Security Interest will exist over, or in relation to, any Charged Asset other than a Permitted Security Interest.

5.3 There will be no Disposal of any Charged Asset save where permitted under the terms of the Common Terms Agreement.

6 Perfection

General actions

6.1 The Chargor will, at its own expense, create all such Security Interests, execute all such documents, give all such notices, effect all such registrations (whether at the Companies Registry, or otherwise), deposit all such documents and do all such other things as the Security Agent may reasonably require from time to time in order to:

- (a) ensure that it has an effective first-ranking fixed charge over Charged Assets; and
- (b) facilitate the enforcement of the Secured Party Security, the realisation of the Charged Assets or the exercise of any Rights held by the Security Agent or any Receiver under or in connection with the Secured Party Security.

6.2 The scope of clause 6.1 is not limited by the specific provisions of the rest of this clause 6 or by any other provision of the Secured Party Security Documents.

Specific requirements

6.3 The Chargor will:

- (a) on the date of this Deed (or, if it acquires the shares later, as soon as practicable after it does so), deposit with the Security Agent all certificates or other documents of title to the Shares and stock transfer forms for them, executed in blank by the Chargor;
- (b) if required to do so by the Security Agent (and to the extent that the Chargor is able to do so) amend the articles of association of the Borrower in the manner reasonably required by the Security Agent (and procure that the Borrower takes, or omits to take, all such other steps as the Security Agent may require) in order to enable it to enforce its security without restriction; and

- (c) if reasonably required to do so by the Security Agent, procure that the Security Agent or its nominee becomes registered as the beneficial and legal owner of the Shares.

Notification

- 6.4 If, after the date of this Deed, the Chargor acquires or agrees to acquire any Shares, it will notify the Security Agent as soon as reasonably practicable and will provide it with such information about the acquisition as the Security Agent may reasonably require.

Subsequent security

- 6.5 If a Secured Creditor receives notice that any Security Interest has been created over Charged Assets, that Secured Creditor will be treated as if it had immediately opened a new account for the Chargor, and all payments received by that Secured Creditor from the Chargor will be treated as if they had been credited to the new account and will not reduce the amount then due from the Chargor to that Secured Creditor.

Financial Collateral

- 6.6 The parties to this Deed designate those Charged Assets which constitute Financial Collateral to be under the control of the Security Agent.

Enforcement

7 Enforcement

Time for enforcement

- 7.1 The Security Agent may enforce the Secured Party Security at any time which is an Enforcement Time or if the Chargor requests it to do so.

Methods of enforcement

- 7.2 The Security Agent may enforce the Secured Party Security by:
- (a) becoming the registered holder of the Charged Assets, selling the Charged Assets or otherwise receiving the benefit of the Charged Assets in any way it may decide; or
 - (b) appointing a Receiver of all or any part of the Charged Assets.
- 7.3 To the extent that the Secured Party Security arises under a security financial collateral arrangement, the Security Agent may also enforce it by giving written notice to the Chargor that it is appropriating those Charged Assets which consist of financial collateral. On receipt of that notice by the Chargor, the Security Agent will automatically become the absolute owner of that financial collateral, and the Chargor will have no further interest in it. The value of the financial collateral will, as soon as practicable after it has been established, be applied in discharge of the equivalent amount of the Secured Obligations in accordance with clause 8. For this purpose, the Security Agent will value the financial collateral as follows:
- (a) in the case of cash, by reference to its face value received by the Security Agent;
 - (b) in the case of credit claims, by reference to the amount actually recovered by the Security Agent; and
 - (c) in the case of financial instruments, by reference to such public indices, valuations or other matters as the Security Agent may reasonably decide.
- Expressions defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 will have the same meanings in this clause.
- 7.4 A Receiver must be appointed by an instrument in writing, and otherwise in accordance with the Insolvency Legislation.
- 7.5 The appointment of a Receiver may be made subject to such limitations as are specified by the

Security Agent in the appointment.

7.6 If more than one person is appointed as a Receiver, each person will have power to act independently of any other, except to the extent that the Security Agent may specify to the contrary in the appointment.

7.7 The Security Agent may remove or replace any Receiver.

Powers on enforcement

7.8 The Security Agent, and any Receiver, will have the following powers in respect of the Charged Assets:

- (a) the powers given to a mortgagee or a receiver by the Law of Property Act 1925, but without the restrictions contained in section 103 of that Act;
- (b) the powers given to an administrative receiver by the Insolvency Legislation; and
- (c) the power to do, or omit to do, on behalf of the Chargor, anything which the Chargor itself could have done, or omitted to do, if the Charged Assets were not the subject of Security Interest and the Chargor were not in insolvency proceedings.

7.9 The Security Agent will, if it enforces the Secured Party Security itself, have the same powers as a Receiver in respect of the assets which are the subject of the enforcement.

7.10 Except to the extent provided by law, none of the powers described in this clause 7 will be affected by an Insolvency Event in relation to the Chargor.

Status and remuneration of Receiver

7.11 A Receiver will be the agent of the Chargor until the Chargor goes into liquidation. He will have no authority to act as agent for the Security Agent, even in the liquidation of the Chargor.

7.12 The Security Agent may from time to time determine the remuneration of any Receiver.

Third parties

7.13 A person dealing with the Security Agent or with a Receiver is entitled to assume, unless it has actual knowledge to the contrary, that:

- (a) those persons have the power to do those things which they are purporting to do; and
- (b) they are exercising their powers properly.

8 Application of proceeds

All money received by the Security Agent or a Receiver under or in connection with the Finance Documents (whether during, or before, enforcement of the Secured Party Security) will, subject to the rights of any persons having priority, be applied in and towards payment of the Secured Obligations in such order as is required by the Payment Cascade in clause 10 (*Application of monies following Enforcement Time*) of the Intercreditor Deed (and if any of the Secured Obligations are not then payable, by payment into a suspense account until they become payable).

Undertakings

9 Undertakings

- 9.1 During an Enforcement Time (and also once the Secured Party Security is being enforced), the Security Agent will be entitled to receive all distributions in respect of the Shares and the Dividends for application in accordance with clause 8 (*Application of proceeds*). Otherwise, the Chargor will be entitled to receive those distributions.
- 9.2 During an Enforcement Time (and also once the Secured Party Security is being enforced), but only upon written notice to the Chargor, the Security Agent will be entitled to exercise all voting and other Rights in respect of the Shares and the Dividends. Otherwise, the Chargor will be entitled to exercise those Rights.
- 9.3 To the extent that the holder of those Shares is not the person entitled to receive those distributions and exercise those Rights, the holder will pay the distributions to the person entitled to them and will exercise those Rights in accordance with the reasonable requirements of the person entitled to exercise them.
- 9.4 The Chargor will promptly pay all calls, instalments or other payments which from time to time become due in respect of any of its Shares, and the Security Agent will not in any circumstances incur any liability in respect of them.
- 9.5 The Chargor will not permit the Borrower to:
- (a) cancel, increase, create, issue or put under option (i) any share capital or (ii) any loan capital convertible into shares; or
 - (b) make any alteration to, grant any rights in relation to or otherwise re-organise, purchase or reduce its share capital or reserves in any way.
- 9.6 The Chargor will not convene a meeting of the Borrower with a view to passing a resolution that the Borrower be wound up.
- 9.7 The Chargor will take all steps as are necessary to preserve the value and marketability of the Charged Assets.
- 9.8 The Chargor will notify the Security Agent as soon as it becomes aware of any matter which might reasonably be expected to have an adverse effect on the Rights of the Security Agent under the Secured Party Security. Those matters include a claim by any person to an interest in a Charged Asset.

9.9 The Chargor will provide to the Security Agent:

- (a) such information about the Charged Assets;
 - (b) such information about the extent to which it has complied with its obligations under this Deed; and
 - (c) copies of such documents which create, evidence or relate to its Charged Assets, as the Security Agent may from time to time reasonably request.
- 9.10 The Secured Creditors may exchange between themselves any information relating to the Chargor.
- 9.11 If the Chargor does not comply with its obligations under this Deed, the Security Agent may do so on the Chargor's behalf on such basis as the Security Agent may reasonably decide. That Chargor will indemnify the Security Agent on demand against the amount certified by the Security Agent to be the cost, loss or liability suffered by it as a result of doing so.

Representations and warranties

10

Representations and warranties

The Chargor represents and warrants the matters set out in this clause 10 to the Security Agent (on behalf of itself and the Secured Creditors).

10.1 Non-conflict

The entry into and performance by the Chargor of, and the transactions contemplated by this Deed does not and will not, to the knowledge of the Chargor:

- (a) conflict in any material respect with any law or regulation or judicial or official order applicable to such Obligor;
- (b) conflict with its constitutional documents; or
- (c) conflict with any material document which is binding upon it or its assets.

10.2 No litigation

To the best of the Chargor's knowledge and belief, as at the date of this Deed no litigation, arbitration or administrative proceeding is taking place, pending or threatened against the Chargor which could have a material adverse effect on the business, assets or financial condition of the Chargor.

10.3 Choice of law

Subject to the Reservations, the choice by the Chargor of English law to govern this Deed and the submission by the Chargor to the exclusive jurisdiction of the courts of England are valid and binding.

10.4 Obligations of the Chargor

The obligations of the Chargor under this Deed are direct, general and unconditional obligations of the Chargor.

10.5 No other security or lien

The Chargor has not taken or received any security or lien from the Borrower in respect of any liability hereunder or in respect of any other liability of the Borrower to the Chargor.

10.6 No filings required

Save for registration at Companies House and subject to the Reservations, it is not necessary to ensure the legality, validity, enforceability or admissibility in evidence of this Deed that it or any other instrument be notarised, filed, recorded, registered or enrolled in any court, public office or elsewhere in any jurisdiction or that any stamp, registration or similar tax or charge be paid in any jurisdiction on or in relation to this Deed and this Deed is in proper form for its enforcement in the courts of any jurisdiction.

10.7 No immunity

Neither the Chargor nor any of its assets is entitled to immunity on the grounds of sovereignty or otherwise from any legal action or proceeding (which shall include, without limitation, suit, attachment prior to judgment, execution or any other enforcement).

10.8 Security

Subject to the Reservations, this Deed creates those security interests it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise.

10.9 The Shares

It is the sole beneficial owner of and has full right and title to each of the Shares and the Rights accruing to, derived from or otherwise connected with the Shares (including dividends and proceeds of Disposal of any Shares) and it and/or its nominee is and will remain the absolute legal owner of the Shares.

It has not transferred, disposed of, assigned, pledged or in any way encumbered the Charged Assets other than pursuant to this Deed.

No Security exists over any of the Charged Assets (other than a Permitted Security Interest).

Each of the Shares are fully paid and neither the Shares nor the Rights accruing to, derived from or otherwise connected with the Shares (including Dividends and proceeds of Disposal of any Shares), are subject to any pre-emption rights, options to purchase or similar rights of any person and there are no agreements, rights or other matters which will be reasonably likely to:

- (a) adversely affect the Charged Assets or any part thereof in any material respect;
- (b) be materially prejudicial to the interest of the Finance Parties; or
- (c) prevent the transfer of the Shares by the Security Agent upon enforcement in accordance with this Deed.

10.10 Times for making representations and warranties

The representations and warranties set out in this clause 10 are made on the date of this Deed. In addition, the representations set out in clauses 10.1 and 10.4 are deemed to be repeated by the Chargor on the date of each Utilisation Request, each Utilisation Date and the first day of each Interest Period. A repeated representation shall be applied to the facts existing at the time of repetition.

Miscellaneous

11 Duration of the security

- 11.1 The Obligations of the Chargor under the Finance Documents and the security created by the Secured Party Security will continue until the Secured Obligations have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part. The Security Agent will then release the Charged Assets to the Chargor at the Chargor's expense.
- 11.2 If any payment by the Chargor or any other security provider or any release given by the Security Agent (whether in respect of the Secured Obligations or any security for them or otherwise) is avoided or reduced as a result of insolvency or any similar event:
- (a) the liability of the Chargor under this Deed will continue as if the payment, release, avoidance or reduction had not occurred; and
 - (b) the Security Agent will be entitled to recover the value or amount of that security or payment from the Chargor, as if the payment, release, avoidance or reduction had not occurred.
- 11.3 Section 93 of the Law of Property Act 1925 will not apply to the Secured Party Security.
- 11.4 The perpetuity period for this Deed is the period of 80 years from the date of this Deed.

12 Expenses, liability and indemnity

- 12.1 The Chargor will, on demand, pay all legal and other costs and expenses (including any stamp duty, registration or other similar taxes) incurred by the Security Agent or by any Receiver in connection with the Secured Party Security. This includes any costs and expenses relating to the enforcement or preservation of the Secured Party Security or the Charged Assets and to any amendment, waiver, consent or release required in connection with the Secured Party Security.
- 12.2 Neither the Security Agent nor a Receiver nor any of their Officers will be in any way liable or responsible to the Chargor for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Charged Assets or the Secured Party Security, except to the extent caused by its own negligence or wilful misconduct.
- 12.3 The Chargor will, on demand, indemnify each of the Security Agent, a Receiver and their Officers in respect of all costs, expenses, losses or liabilities of any kind which it incurs or

suffers in connection with:

- (a) anything done or omitted in the exercise of the powers conferred on it under the Secured Party Security, unless it was caused by its negligence or wilful misconduct;
- (b) a claim of any kind (whether relating to the environment or otherwise) made against it which would not have arisen if the Secured Party Security had not been granted and which was not caused by its negligence or wilful misconduct; or
- (c) any breach by the Chargor of the Finance Documents.

13 Payments

- 13.1 All payments by the Chargor under the Secured Party Security Documents will be made in full, without any set-off or other deduction.
- 13.2 Clause 13.2 (Tax Gross-up) of the Common Terms Agreement shall apply as if set out in full in this Deed except references to "the Borrower" shall be construed as references to "the Chargor".
- 13.3 All amounts payable by the Chargor under the Secured Party Security Documents are exclusive of VAT. The Chargor will, in addition, pay any applicable VAT on those amounts.

13.4 If the Chargor fails to make a payment to a person under the Secured Party Security Documents, it will pay interest to that person on the amount concerned at the Default Rate from the date it should have made the payment until the date of payment (after, as well as before, judgment).

13.5 No payment by the Chargor (whether under a court order or otherwise) will discharge the Obligation of the Chargor unless and until the Secured Creditors have received payment in full in the currency in which the Obligation is denominated. If, on conversion into that currency, the amount of the payment falls short of the amount of the Obligation concerned, the Secured Creditors will have a separate cause of action against the Chargor for the shortfall.

13.6 Any certification or determination by the Security Agent of an amount payable by the Chargor under this Deed is, in the absence of manifest error, conclusive evidence of that amount.

14 Remedies

14.1 The Rights created by this Deed are in addition to any other Rights of the Secured Creditors against the Chargor or any other security provider under any other documentation, the general law or otherwise. They will not merge with or limit those other Rights, and are not limited by them.

14.2 No failure by a Secured Creditor to exercise any Right under this Deed will operate as a waiver of that Right. Nor will a single or partial exercise of a Right by a Secured Creditor preclude its further exercise.

14.3 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision in any other respect or under the law of any other jurisdiction will be affected or impaired in any way.

15 Power of attorney

The Chargor, by way of security, irrevocably appoints each of the Security Agent and any Receiver severally to be its attorney to do anything which the Chargor is required to do under clause 7 (Enforcement) of this Deed:

- (a) to do anything which the Chargor is obliged to do under the Secured Party Security Documents; and
- (b) to exercise any of the Rights conferred on the attorney by the Secured Party Security Documents or by law.

16 The Security Agent

16.1 The Security Agent may be replaced by a successor in accordance with the Intercreditor Deed.

16.2 On the date of its appointment, the successor Security Agent will assume all the Rights and Obligations of the retiring Security Agent. However, this does not apply to any Obligations of the retiring Security Agent which arise out of its acts or omissions as Security Agent before the appointment of the successor, in respect of which the retiring Security Agent will continue to have the Obligations imposed by, and the Rights contained in, this Deed and the Intercreditor Deed.

16.3 The retiring Security Agent will, at the Chargor's expense, provide its successor with copies of those of its records as Security Agent as its successor properly requires to perform its functions as Security Agent.

17 Notices

17.1 Any notice or other communication to a party to this Deed must be in writing. It must be addressed for the attention of such person, and sent to such address or fax number as that party may from time to time notify to the other parties.

17.2 It will be deemed to have been received by the relevant party on receipt at that address or fax number.

17.3 The initial administrative details of the parties are contained in Schedule 1 (*Initial administrative details of the parties*) but a party may amend its own details at any time by notice to the other party.

17.4 Any notice to the Chargor may alternatively be sent to its registered office or to any of its places of business or to any of its directors or its company secretary; and it will be deemed to have been received when delivered to any such places or persons.

18 Law and jurisdiction

18.1 This Deed and any non-contractual obligations connected with it are governed by English law.

18.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed or any non-contractual obligations connected with it (including a dispute regarding the existence, validity or termination of this Deed) (a **Dispute**).

18.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that they will not argue to the contrary.

18.4 Clause 18.2 is for the benefit of the Security Agent only. As a result, the Security Agent will not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

This Deed has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.

Schedule 1
Initial administrative details of the parties

Party	Address	Fax number	Attention
Chargor	12 Charles II Street London SW1Y 4QU England	+44 (0)20 74841801	Company Secretary
Security Agent	Bank of Scotland WLO - Agency Lloyds Banking Group Wholesale Markets Treasury & Trading Level 1, Citymark 150 Fountainbridge Edinburgh EH3 9PE	0131 229 0234	Claire Gardner Manager Loans Agency

Schedule 2
Shares

Name of the company	Number of shares	Class	Nominal value per share
Hill of Towie Limited	One	Ordinary	£1

SIGNATORIES

The Chargor

Executed as a deed by

THE RENEWABLES INFRASTRUCTURE GROUP (UK) LIMITED

acting by:

(Director)

Director

in the presence of:

Name of witness:

Address:

NORTON ROSE FULBRIGHT

Norton Rose Fulbright LLP
3 More London Riverside
London SE1 2AQ United Kingdom
nortonrosefulbright.com

The Security Agent

Executed as a deed by

BANK OF SCOTLAND PLC

acting by:

in the presence of:

.....

Name of witness:

Address:

.....
Authorised Signatory

SIGNATORIES

The Chargor

Executed as a deed by

THE RENEWABLES INFRASTRUCTURE GROUP (UK) LIMITED

acting by:

.....

Director

in the presence of:

.....

Name of witness:

Address:

The Security Agent

Executed as a deed by

BANK OF SCOTLAND PLC

acting by:

.....

Authorised Signatory

in the presence of:

.....

Name of witness:

.....

Address:

**BANK OF SCOTLAND
CITYMARK
180 POUNTAINEBRIDGE
EDINBURGH EH3 9PE**