



Registration of a Charge

Company name: **GREEN HIGHLAND RENEWABLES (ACHNACARRY) LTD**
Company number: **SC367490**



X44G8YZT

Received for Electronic Filing: **02/04/2015**

Details of Charge

Date of creation: **30/03/2015**
Charge code: **SC36 7490 0008**
Persons entitled: **BROADPOINT 2 LIMITED**
Brief description: **ALL AND WHOLE THE TENANT'S INTEREST IN AND TO THE LEASE BETWEEN DONALD ANDREW JOHN CAMERON AND THE COMPANY DATED 13 AND 15 AUGUST AND REGISTERED IN THE BOOKS OF COUNCIL AND SESSION ON 28 AUGUST ALL 2014 AND PRESENTED FOR REGISTRATION IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER INV33321 ON 20 AUGUST 2014 OF ALL AND WHOLE THAT AREA OF GROUND BEING THE SUBJECTS SHOWN DELINEATED IN RED ON THE PLAN ANNEXED TO THE INSTRUMENT EVIDENCING THE CHARGE TO WHICH THIS FORM MR01 RELATES, AS MORE PARTICULARLY DESCRIBED IN THE SCHEDULE TO THE INSTRUMENT EVIDENCING THE CHARGE TO WHICH THIS FORM MR01 RELATES.**
Contains negative pledge.

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: **STUART FITZSIMMONS FOR MACLAY MURRAY & SPENS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 367490

Charge code: SC36 7490 0008

The Registrar of Companies for Scotland hereby certifies that a charge dated 30th March 2015 and created by GREEN HIGHLAND RENEWABLES (ACHNACARRY) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd April 2015 .

Given at Companies House, Edinburgh on 7th April 2015

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

STANDARD SECURITY

by

GREEN HIGHLAND RENEWABLES (ACHNACARRY) LIMITED

(as Borrower)

in favour of

BROADPOINT 2 LIMITED

(as Lender)

**Re: Hydro-electric Scheme, Ardechive (Allt Dubh),
Achncarry Estate**

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STANDARD SECURITY by:

- (1) **GREEN HIGHLAND RENEWABLES (ACHNACARRY) LIMITED**, a company registered in Scotland with registration number SC367490, whose registered office is at Inveralmond Road, Inveralmond Industrial Estate, Perth PH1 3TW (the **"Borrower"**);

in favour of

- (2) **BROADPOINT 2 LIMITED**, a company registered in England and Wales under number 09261225, whose registered office is at 18 St. Swithin's Lane, London, EC4N 8AD (the **"Lender"**).

WHEREAS:

- (A) The Lender has made certain loan or other financial facilities available to the Borrower pursuant to the Loan.
- (B) It is a condition of facilities continuing to be made available that the Borrower grants this Standard Security.

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Standard Security:

- "Business Day"** means a day (other than a Saturday or a Sunday) on which banks are open for business in London and Edinburgh.
- "Default Rate"** means any rate of interest specified in the Finance Documents as the rate applicable to unpaid sums under the Finance Documents or, if no such rate is specified, 4% per annum.
- "Encumbrance"** means any standard security, mortgage, charge, assignation, pledge, lien or other security right whatsoever.
- "Event of Default"** means any of the events set out in Clause 5 of this Standard Security.
- "Floating Charge"** means the bond and floating charge granted by the Borrower in favour of the Lender on or around the date of this Standard Security.
- "Finance Document"** means:
- (a) any Security Document;
 - (b) the Loan;
 - (c) the Intercreditor Agreement;
 - (d) the Ranking Agreement; and
 - (e) any other document designated as such by the

Lender and the Borrower.

"Insolvency Act"	means the Insolvency Act 1986.
"Intercreditor Agreement"	means the intercreditor agreement entered into by the Lender, VCT I and the Borrower on or around the date of this Standard Security.
"Loan"	means a loan agreement dated on the date of this security between the Lender and the Borrower pursuant to which the Lender shall provide a loan to the Borrower for the purposes of constructing and operating three hydroelectric plants in and around Loch Arkaig, Achnacarry, Highlands, PH35 4HS.
"Planning Acts"	means the Town and Country Planning (Scotland) Act 1997, the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997, the Planning (Hazardous Substances) (Scotland) Act 1997 and the Planning (Consequential Provisions) (Scotland) Act 1997 and all regulations made thereunder together with all other statutes governing or controlling the use or development of land and property.
"Obligor"	means any party to a Finance Document other than the Lender.
"Property"	means the subjects described in the Schedule.
"Ranking Agreement"	means the ranking agreement entered into by the Lender, VCT I and the Borrower on or around the date of this Standard Security.
"Schedule"	means the schedule annexed and executed as relative to this Standard Security.
"Secured Obligations"	means all monies and liabilities (whether present or future, actual or contingent) now or at any time or times hereafter due or owing or incurred by the Borrower (whether as principal or surety) to the Lender (other than dividends on any shares) under the terms of any existing or future Finance Document.
"Security Document"	means: <ul style="list-style-type: none">(a) the Floating Charge;(b) the Standard Securities;(c) any other document evidencing or creating an Encumbrance over any asset to secure any obligation of the Borrower to the Lender under the Finance Documents; and(d) any other document designated as such by the Lender and the Borrower.
"Standard Securities"	means this Standard Security and each other standard

security granted or to be by the Borrower in favour of the Lender on or around the date of this Standard Security.

"VCT I"

means Triple Point Income VCT PLC, a company registered in England and Wales under number 06421083, whose registered office is at 18 St Swithin's Lane, London EC4N 8AD.

1.2 Construction

1.2.1 Unless a contrary indication appears, any reference in this Standard Security to:

- (a) any **"Borrower"**, **"Obligor"**, or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (b) **"assets"** includes present and future properties, revenues and rights of every description;
- (c) a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as from time to time amended, novated, supplemented, replaced, extended or restated in whole or in part;
- (d) a **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- (e) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (f) a provision of law is a reference to that provision as from time to time amended or re-enacted;
- (g) **"disposal"** includes a sale, transfer, grant, lease or other disposal, whether voluntary or involuntary (and **"dispose"** shall be construed accordingly);
- (h) **"document"** includes any deed, instrument (including negotiable instrument) or other document of any kind;
- (i) any matter **"including"** specific instances or examples of such matter shall be construed without limitation to the generality of that matter (and references to **"include"** shall be construed accordingly);
- (j) the **"winding-up"**, **"dissolution"** or **"administration"** of a person shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such person is incorporated or established, or any jurisdiction in which such person carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors; and

(k) Clauses are to the clauses to this Standard Security.

1.2.2 Clause headings are for ease of reference only.

1.2.3 Words in the singular shall import the plural and *vice versa*.

1.2.4 Words defined in the Companies Act 2006 have the same meanings in this Standard Security.

1.2.5 An Event of Default is "continuing" if it has not been waived or remedied.

2. COVENANT TO PAY

2.1 Covenant to pay

The Borrower, as principal debtor and not just as surety, covenants with the Lender to pay, discharge and satisfy the Secured Obligations when the same become due in terms of the Finance Documents whether by acceleration or otherwise.

2.2 Interest

The Borrower shall pay interest on any amount demanded from it in accordance with this Standard Security from the date of such demand until such amount is irrevocably discharged and paid in full (such interest to accrue on a daily basis after as well as before judgment or the liquidation or administration of the Borrower and to be payable on demand) at the Default Rate, save to the extent that such interest is charged on such amount pursuant to the relevant Finance Document and itself constitutes a Secured Obligation.

3. CHARGE

3.1 This Standard Security is granted:

3.1.1 in favour of the Lender;

3.1.2 in security for the payment of all the Secured Obligations.

3.2 In security of the payment and discharge of its obligations hereunder and in respect of the Secured Obligations, the Borrower to the intent that the security created shall rank as a continuing security, hereby grants a Standard Security in favour of the Lender over the Property.

3.3 The Borrower will promptly do all such acts or execute all such documents as the Lender may reasonably specify (and in such form as the Lender may reasonably require) to:

3.3.1 perfect this Standard Security or for the exercise of the rights, powers and remedies of the Lender provided by or pursuant to this Standard Security or by law;

3.3.2 to confer on the Lender any further security over all or any part of its property, assets and undertaking as the Lender may require; and/or

3.3.3 after this Standard Security has become enforceable pursuant to Clause 4.2, facilitate the realisation of the Property.

4. STANDARD CONDITIONS

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended by the Redemption of Standard Securities (Scotland) Act 1971 (together hereinafter referred to as the "**Act**"), and any lawful variation thereof operative for the time being (hereinafter referred to as the "**Standard Conditions**") shall apply and the Standard Conditions shall be varied firstly in accordance with the provisions of this Standard Security and the Loan (and in the event of any inconsistency between the terms of the Standard Conditions and the terms of the Loan the terms of the Loan shall prevail) and secondly to the effect that the following provisions shall apply:-

4.1 Standard Condition 7 shall be varied to the effect that:-

4.1.1 the Lender shall not be required to give any notice of its exercise of the right of entry referred to in Standard Condition 7(2);

4.1.2 the interest rate for the purposes of Standard Condition 7(3) shall be at the rate from time to time applicable to unpaid sums specified in the Loan.

4.2 For the purposes of Standard Condition 9(1) the Borrower shall be held to be in default upon the occurrence of an Event of Default which is continuing and in the event of the Borrower being in default as aforesaid, then without prejudice to any other rights and remedies available to the Lender by virtue of the Standard Conditions or any other security, charge or undertaking or in any other manner the Lender will be entitled to exercise any of the remedies available to a creditor on default of a borrower by virtue of the provisions of the Act.

5. **WHEN SECURITY BECOMES ENFORCEABLE**

5.1 This Standard Security will become immediately enforceable if:

5.1.1 the Borrower has failed to pay all or any of the Secured Obligations within the timescale for payment set out in the applicable Finance Document and, following a written demand by the Lender, such payment remains outstanding on the expiry of seven (7) Business Days from the date on which the written demand by the Lender was made;

5.1.2 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Borrower or by any other person to appoint an administrator in respect of the Borrower (and such step has not been withdrawn within 5 Business Days);

5.1.3 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Borrower or by any other person to wind up or dissolve the Borrower or to appoint a liquidator (whether provisional, interim or otherwise), trustee, receiver, administrative receiver or similar officer of the Borrower or any part of its undertaking or assets (and such step has not been withdrawn within 5 Business Days);

5.1.4 a request is made by the Borrower for the appointment of an administrator;

5.1.5 the Borrower breaches any of the provisions of any Finance Document and, if such breach is capable of remedy, that breach is not rectified to the satisfaction of the Lender (acting reasonably) within ten (10) Business Days.

6. **PROVISIONS AS TO SECURITY**

6.1 **Continuing security**

- 6.1.1 This Standard Security is a continuing security and will remain in full force and effect as a continuing security until released or discharged by the Lender.
- 6.1.2 No part of this Standard Security will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

6.2 Additional security

This Standard Security shall be without prejudice and in addition to any other security which may at any time be held by the Lender from the Borrower or any other person in respect of the whole or any part of the Secured Obligations and may be enforced independently of any such other security.

6.3 No obligation to take other enforcement proceedings

The Lender shall not be obliged before exercising any of the rights conferred on it by this Standard Security or by law:

- 6.3.1 to make any demand of the Borrower or any other person other than that required by the terms of the Finance Documents;
- 6.3.2 to take any action, enforce any security, exercise any right of compensation or set-off or to obtain or enforce any judgement, decree or order in any court against the Borrower or any other person;
- 6.3.3 to make or file any claim or proof in a winding up, liquidation, administration or other insolvency proceedings of the Borrower or any other person; or
- 6.3.4 to enforce or seek to enforce any other security taken in respect of any of the obligations of the Borrower or any other person under the Finance Documents.

6.4 Waiver of defences

The obligations of the Borrower under this Standard Security will not be affected by any act, omission or circumstances which, but for this Clause 6.4 (*Waiver of defences*), might operate to release, discharge, impair or otherwise affect any of the obligations of the Borrower under this Standard Security or any of the rights, powers or remedies conferred upon the Lender by the Finance Documents or by law including (but without limitation) and whether or not known to the Borrower or the Lender:

- 6.4.1 any time, waiver or consent granted to, or composition with, any Obligor or other person;
- 6.4.2 the release of any other Obligor or any other person from its obligations under any Finance Document or any security or guarantee granted in connection therewith;
- 6.4.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- 6.4.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;

- 6.4.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- 6.4.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- 6.4.7 any insolvency or similar proceedings.

6.5 Non-competition

Until this Standard Security has been discharged, the Borrower will not, after a claim has been made or by virtue of any payment or performance by it of the Secured Obligations:

- 6.5.1 be subrogated to any rights, security or monies held, received or receivable by the Lender or any Obligor nor be entitled to any right of contribution or indemnity in respect of any payment made or monies received on account of the Secured Obligations;
- 6.5.2 claim, rank, prove or vote as a creditor of any Obligor; or
- 6.5.3 receive, claim or have the benefit of any payment, distribution or security from or on account of an Obligor, or exercise any right of set-off as against an Obligor

and the Borrower shall forthwith pay or transfer to the Lender an amount equal to the amount of any dividend, distribution, contribution or benefit (including without limitation any amount set-off) actually received by it in violation of this clause 6.5 and in the meantime shall hold the same in trust for the Lender to the extent required to pay or discharge the Secured Obligations.

7. UNDERTAKINGS RELATING TO THE PROPERTY

7.1 The Borrower shall:-

- 7.1.1 pay or cause to be paid all rents, rates, levies, assessments, impositions and outgoings whether governmental, municipal or otherwise imposed upon or payable in respect of the Property as and when the same become payable;
- 7.1.2 keep or cause to be kept the Property in good and substantial repair and permit the Lender and any person authorised by the Lender at all reasonable times to inspect the Property and view the state of the same;

- 7.1.3 insure and keep insured or procure to be so insured all buildings, installations and appurtenances for the time being comprised in or subject to this Standard Security and the fixtures and fittings and all other objects of whatever kind of an insurable nature in and upon the same against loss or damage by fire (including fire caused by riots and civil disturbances) and other usual risks including explosion, aircraft and articles dropped therefrom, acts of terrorism and (where appropriate) flood, subsidence and such other risks as the Lender may from time to time require to the full reinstatement value thereof (plus sums in respect of loss of rent, removal of debris and professional fees which may be incurred in connection with repairing, rebuilding or reinstating the same) and upon such terms as the Lender may from time to time require with such insurers as shall be approved of in writing from time to time by the Lender (such approval not to be unreasonably withheld) in the joint names of the Borrower and the Lender (with or without the addition of other names) or otherwise as the Lender shall direct and duly and punctually pay or cause to be paid all premiums and moneys necessary for effecting and keeping up the said insurance when the same shall become due respectively and on demand produce or cause to be produced to the Lender the policy of every such insurance and receipt for every such payment;
- 7.1.4 not without the prior written consent of the Lender pull down, remove or permit or suffer to be pulled down or removed any building, installation or structure for the time being comprised in or subject to this Standard Security or any walls, hedges or fences whereby the external boundaries are defined or (except in connection with the renewal or replacement thereof) any fixtures or erect or make or suffer to be erected or made on the Property any building, installation, alteration or improvement or otherwise waste, destroy or injure in any manner or by any means lessen or suffer to be lessened the value of the Property;
- 7.1.5 not without the prior written consent of the Lender create or permit to exist any Security or otherwise dispose or deal with or part with or share possession of the Property or any interest therein nor make or suffer to be made any material change or addition whatsoever in or to the use of the Property or agree to do any of the foregoing;
- 7.1.6 not commit any nuisance on the Property nor without the prior written consent of the Lender do or permit to be done on the Property anything which would or might be prejudicial to the validity of any policy of insurance;
- 7.1.7 not do or omit or suffer to be done or omitted any act, matter or thing, in, on or in respect of the Property in contravention of the Planning Acts or any licences, consents, permissions or conditions granted or imposed thereunder;
- 7.1.8 within seven days of the service of any notice, order, direction, permission or proposal given, made or issued under or by virtue of the Planning Acts or otherwise affecting or likely to affect the Property or any part thereof give full particulars thereof to the Lender and without delay comply with the same, or if the Lender so requires in writing, join with the Lender in objecting to or contesting the same;
- 7.1.9 perform and observe all title burdens, stipulations and provisions affecting the Property (including but without prejudice to the generality of the foregoing all requirements and regulations of the competent authorities) and if the Property is leasehold property also produce on demand to the Lender the receipt for the last payment of rent reserved by the lease under which such property is held;

- 7.1.10 immediately furnish to the Lender any report, survey or information in respect of the structural condition of the Property, deleterious materials therein or contaminated substances thereon or affecting the same or which may affect adjacent or adjoining property as may come or may have come to the notice or attention of the Borrower at any time and carry out such further inspection works or take such other remedial action as the Lender may direct;
- 7.1.11 from time to time or at such stated periods as may be required by the Lender furnish to the Lender all such particulars and information as the Lender may require relating to any leases, agreements for lease or tenancies then subsisting or other arrangements effected in relation to the Property and deliver to the Lender certified true copies of any such leases, agreements for lease or tenancies as soon as the same have been granted together with Extract Registered copies as soon as practicable;
- 7.1.12 at all times advise the Lender if any defects, damages or wants of repair manifest themselves in respect of any of the structures for the time being upon the Property and which are or may be considered to be the responsibility of any warrantors pursuant to the terms of any professional warranty agreement relating to the Property and whenever so required by and at the absolute discretion of the Lender (but at no cost to the Lender) promptly take all proper steps that the Lender may prescribe for the purpose of enforcing such warranties and recovering from the warrantors thereunder all such damages or other remedy or recompense to which the Borrower or any Obligor may be entitled pursuant to the terms of such warranties and at all times keep the Lender fully advised as to progress in that regard and apply any moneys recovered from any of the warrantors in or towards (with the Borrower making up any shortfall) the making good of the defects, damages and wants of repair to which the same relate;
- 7.1.13 not, without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed) or unless the Lender shall otherwise require, exercise any option or right of election available at law that the supplies made in respect of any lease or tenancy shall be chargeable or taxable for Value Added Tax purposes at the standard or any other applicable rate, including (without limitation) pursuant to paragraph 2 of Schedule 10 to the Value Added Tax Act 1994;
- 7.1.14 not, without the prior written consent of the Lender, enter into any negotiations with any competent authority with regard to the compulsory acquisition of the Property or consent to the compulsory acquisition of the Property and, where any such compulsory acquisition has or could have an adverse effect on the value of the Property, upon request by the Lender, permit the Lender and/or its representatives (for such time as the Lender requires) to conduct all or part of such negotiations or give such consent on its behalf;

- 7.1.15 comply with, and to the extent that it is within the power of the Borrower to do so, procure compliance with all Environmental Law affecting the Property and notify the Lender forthwith in writing of any breach or alleged breach or of the receipt of any notice or other communication in respect of any breach or alleged breach of any Environmental Law affecting the Property or any investigation or order, commenced or made in relation to any such breach or alleged breach and forthwith take all steps necessary to remedy any infringement of any Environmental Law affecting the Property. For the purpose of this Clause "**Environmental Law**" means the Clean Air Act 1968, the Control of Pollution Act 1974, the Control of Pollution (Amendment) Act 1989, the Environmental Protection Act 1990, the Planning (Hazardous Substances) (Scotland) Act 1997, the Water Resources Act 1991, the Environment Act 1995 and any other legislation for the time being in force relating to the pollution or protection of the environment and public health;
- 7.1.16 indemnify and reimburse the Lender in respect of any losses, damages, liabilities, claims, costs and expenses (including, without limitation, fines, penalties, judgments and awards, financial responsibility for clean-up activities and obligations, statutory or other official contributions, legal fees, technical consultancy, engineers' and experts' fees and costs and expenses) of obtaining or retaining consents or licences or otherwise complying with Environmental Law affecting the Property;
- 7.1.17 indemnify and keep indemnified (on a full indemnity basis) the Lender in respect of any Secured Obligations outstanding and pay the Lender upon demand with interest thereon at the rate specified in any relevant loan agreement or legal charge or standard security from the respective dates for payment all moneys paid by the Lender in respect of all claims, costs, expenses and liability whatsoever from time to time incurred in relation to this Standard Security including (but without prejudice to the generality of the foregoing) all sums paid and expenses incurred by the Lender:-
- (a) in remedying or making good any breach or non-observance of any undertaking or obligation on the part of the Borrower herein contained; or
 - (b) under any undertaking, agreement or obligation contained in or imposed by any lease, agreement for lease, tenancy or licence affecting the Property which may have been or may hereafter be granted or entered into by the Borrower or by the predecessors in title of the Borrower or by any one or more of them; or
 - (c) under the Planning Acts whether in respect of any act, matter or thing done, omitted or suffered to be done or omitted by or on behalf of the Borrower or any person claiming under the Borrower or through whom the Borrower derives title to the Property or in respect of any objection to or the contesting of any notice, order or proposal therefor or otherwise howsoever; or
 - (d) under any requirements or regulation of any competent authority; or
 - (e) arising out of any defect in or want of repair to the Property; or
 - (f) under any title burden, agreement or obligation, restrictive or otherwise, affecting the title to the Property and enforceable against the Property or the owner thereof for the time being and whether or not recited or referred to herein; or

- (g) in enforcing or exercising or protecting or attempting to enforce or exercise or protect any of the rights powers, provisions and undertakings contained in this Standard Security or to be implied herefrom.

7.2 If the Borrower fails at any time to perform or observe any undertaking or condition on its part herein contained the Lender shall be entitled but not obliged, in order to make good such failure in whole or in part:

- 7.2.1 to enter upon the Property and effect such repairs and other works thereon as the Lender considers necessary;
- 7.2.2 to take such steps, give such notices, execute such works and do such things as the Lender considers necessary to comply with any requirements of or any notice, order, direction, permission or proposal given, served or made under the Planning Acts or otherwise affecting or likely to affect the Property;
- 7.2.3 to insure and keep insured the Property in such amount and in such manner as the Lender considers necessary; and
- 7.2.4 to admit, settle, liquidate, compound or contest in such manner as the Lender thinks fit any claim or liability in relation to the Property whether or not the Lender is expressly indemnified herein against the same and to make such payments and expend or debit on account such moneys as the Lender considers necessary to that end,

Provided that the Lender shall not be deemed to be a heritable creditor in possession by reason of the exercise of any right conferred by this Clause 7.2 and provided further that any sum expended by the Lender in accordance with this Clause 7.2 shall be repayable by the Borrower and be added to the total of the Secured Obligations.

7.3 For so long as it remains bound by the provisions of this Standard Security the Borrower shall not without the prior written consent of the Lender (save as authorised by the Agricultural Holdings (Scotland) Act 1991 in the case of agricultural land):

- 7.3.1 grant or agree to grant any lease, agreement for lease, licence, tenancy or other right of occupation ("**Occupational Right**") in the Property; or
- 7.3.2 make or agree to make any variation of or to surrender or renounce any Occupational Right in the Property; or
- 7.3.3 consent or agree to consent to the assignation of any Occupational Right in the Property; or
- 7.3.4 consent or agree to consent to the grant of any sub-lease or agreement for sub-lease of the Property; or
- 7.3.5 accept or agree to accept a surrender or renunciation of any Occupational Right in the Property; or
- 7.3.6 enter into any agreement, compromise or arrangement with any past or present tenant or occupier of the Property, or any cautioner or guarantor of such tenant or occupier, to accept any payment (whether by way of liquidated damages or otherwise) in respect of any surrender, any renunciation, breach of undertaking, want of repair or otherwise in respect of the Property.

- 7.4 All moneys received under any insurance whatsoever in respect of loss or damage by fire or otherwise to the Property shall, if the Lender so requires, be applied in making good the loss or damage or in or towards the discharge of the money for the time being owing under this Standard Security.

8. OTHER UNDERTAKINGS

- 8.1 For so long as it remains bound by the provisions of this Standard Security the Borrower shall not without the prior written consent of the Lender:

- 8.1.1 assign charge or in any other way divert the payment of any rents due in respect of the Property away from the Borrower;
- 8.1.2 enter into or permit to subsist any floating charge or other Security over the whole or a substantial part of its assets which would entitle any person to appoint an administrative receiver;
- 8.1.3 amend its memorandum or articles of association in a way which will contravene or result in contravention of any provision of this Standard Security; or
- 8.1.4 enter into any agreement which has a material adverse effect upon the Borrower's ability to perform its obligations under this Standard Security.

- 8.2 The Borrower will at all times comply with all rules and regulations applicable to it and will obtain and maintain in full force and effect all consents, licences, approvals or authorisations of, exemptions by or registrations or declarations with, any governmental or other authority which may at any time be required in relation to this Standard Security or the Property.

- 8.3 The Borrower shall provide the Lender promptly on request with such financial or other information relating to the Borrower and the Property as it may from time to time request.

9. REPRESENTATIONS AND WARRANTIES

9.1 Representations and warranties

The Borrower represents and warrants to the Lender that on each date on which any payment is made by the Borrower to the Lender under the Finance Documents, by reference to the facts and circumstances then subsisting and on each date on which any payment is made by the Borrower to the Lender under the Finance Documents, by reference to the facts and circumstances then subsisting:

- 9.1.1 it is duly incorporated and validly existing under the laws of its place of incorporation;
- 9.1.2 it has the power to grant this Standard Security and to perform its obligations hereunder;
- 9.1.3 it has taken all necessary corporate action to authorise the execution and delivery of this Standard Security and to authorise the performance of its obligations hereunder;
- 9.1.4 all authorisations required for the entry into, performance, validity and enforceability of this Standard Security by the Borrower have been obtained and are in full force and effect;
- 9.1.5 this Standard Security creates those security interests it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise and subject to the registration of this Standard Security in the Land Register of Scotland and with the Registrar of Companies in Edinburgh in accordance with the Companies Act 2006, this Standard Security constitutes a legal, valid, binding and enforceable obligation of the Borrower; and
- 9.1.6 neither the granting of this Standard Security by the Borrower nor the performance of its obligations hereunder will contravene any law or regulation or any agreement to which the Borrower is a party or by which it is bound nor will it cause any limitation of any of the powers of the Borrower however imposed or the right or ability of the directors to exercise any such powers to be exceeded.

9.2 Repetition

The representations and warranties set out in Clause 9.1 (Representations and warranties) shall be given on the date on which the Borrower executes this Standard Security and shall be deemed to be repeated on each date on which the Borrower requests any funds under the Finance Documents and the date on which any funds or other financial facilities are made available to the Borrower under the Finance Documents (whether by offset against a new drawing or otherwise).

10. SET OFF

The Lender may set-off any matured obligation due from the Borrower under the Finance Documents (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to the Borrower, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

11. EXPENSES AND INDEMNITY

11.1 Expenses

The Borrower shall pay to the Lender and each attorney or delegate duly appointed by the Lender under this Standard Security the amount of all costs and expenses (including legal fees and together with any applicable value added tax) properly incurred by it in connection with the enforcement and preservation of its rights under this Standard Security.

11.2 Indemnity

The Borrower shall indemnify the Lender from and against all losses, costs, expenses, claims, demands and liabilities whether in contract, delict, tort or otherwise (together with any applicable value added tax) reasonably and properly incurred by the Lender or by any employee, agent or delegate of the Lender in connection with anything done or omitted under this Standard Security or any other document relating to it, or in the exercise or attempted or purported exercise of the powers contained in this Standard Security or occasioned by any breach by the Borrower of any of its undertakings or other obligations to the Lender, or in consequence of any payment in respect of the Secured Obligations (whether made by the Borrower or a third person) being declared void or impeached for any reason. The Lender may retain and pay all sums in respect of which it is indemnified out of any monies received by it under the powers conferred by this Standard Security.

12. RELEASE OF SECURITY

12.1 Release of security

When the Secured Obligations have been irrevocably paid or discharged in full and the Lender has no further obligation to provide credit facilities or other accommodation to the Borrower or, if the Lender so agrees, at any other time, the Lender shall, subject to the provisions of Clause 12 (*Avoidance of Payments*), at the request and cost of the Borrower, execute such documents as may be required to discharge this Standard Security and any other security created over the Property.

12.2 Entitlement to retain security

If any payment or discharge of the Secured Obligations is, in the reasonable opinion of the Lender, liable to be avoided or invalidated under any enactment relating to bankruptcy or insolvency, the Lender may refuse to grant any release of this Standard Security for such further period as the risk of such avoidance or invalidity continues.

13. AVOIDANCE OF PAYMENTS

No assurance, security or payment which may be avoided or adjusted under the law, including under any statute relating to bankruptcy or insolvency and no release, settlement or discharge given or made by the Lender on the faith of any such assurance, security or payment, shall prejudice or affect the right of the Lender to recover the Secured Obligations from the Borrower (including any monies which the Lender may be compelled to pay or refund under the provisions of the Insolvency Act and any costs payable by it pursuant to or otherwise incurred in connection therewith) or to enforce this Standard Security to the full extent of the Secured Obligations.

14. CUMULATIVE REMEDIES AND WAIVERS

The rights of the Lender may be exercised as often as necessary, are cumulative and are in addition to its respective rights under general law and may be waived only in writing and specifically. Delay in the exercise or non-exercise of any right shall not be a waiver of that right.

15. SEVERABILITY

If any of the provisions of this Standard Security is or becomes invalid, illegal or unenforceable that shall not affect the validity, legality and enforceability of any other provision in this Standard Security.

16. EVIDENCE AND CALCULATIONS

Any certificate or determination by the Lender as to the amount of the Secured Obligations shall, in the absence of fraud or manifest error, be conclusive and binding on the Borrower for all purposes.

17. APPLICATION OF PROCEEDS

17.1 Application of proceeds

Any moneys received by the Lender after this Standard Security has become enforceable shall be applied in the following order of priority:

17.1.1 in or towards payment of or provision for all costs and expenses (including legal fees and any fees, costs and expenses arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise) incurred by the Lender under or in connection with this Standard Security;

17.1.2 in or towards payment of or provision for the Secured Obligations; and

17.1.3 in payment of the surplus (if any) to the Borrower or other person entitled to it.

17.2 Other claims

The provisions of Clause 17.1 (*Application of Proceeds*) are subject to the payment of any claims having priority over this Standard Security. This Clause does not prejudice the right of the Lender to recover any shortfall from the Borrower.

18. NEW ACCOUNTS

18.1 New Accounts

If the Lender at any time becomes aware of any subsequent security or other like interest, matter, event or transaction affecting the Property, the Lender may open a new account or accounts for the Borrower in its books.

18.2 Ruling off

If the Lender does not open any such new account then, unless it gives express written notice to the relevant Borrower to the contrary, the Lender will be treated as if it had in fact opened such account or accounts at the time when it became so aware and as from that time all payments by or on behalf of the Borrower to the Lender will be credited or

treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Secured Obligations then outstanding.

19. SUSPENSE ACCOUNTS

All monies received, recovered or realised by the Lender under this Standard Security (including the proceeds of any conversion of currency) may in the discretion of the Lender be credited to any interest bearing suspense or impersonal account maintained with any bank, building society or financial institution as it considers appropriate and may be held in such account for so long as the Lender may think fit pending their application from time to time (as the Lender is entitled to do in its discretion) in or towards the discharge of any of the Secured Obligations and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above.

20. POWER OF ATTORNEY

20.1 Appointment and powers

By way of security for the obligations of the Borrower under this Standard Security the Borrower irrevocably appoints the Lender to be its attorney on its behalf or in its name or otherwise to execute and do all such assurances, acts and things which the Borrower is required to do under this Standard Security and generally in its name and on its behalf to exercise all or any of the powers, conferred by or pursuant to this Standard Security or by statute on the Lender and to sign, execute, seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it or he may reasonably deem proper in or for the purpose of exercising any of the aforesaid powers, authorities and discretions.

20.2 Ratification

The Borrower ratifies and confirms whatever any such attorney mentioned in Clause 20.1 (*Appointment and powers*) shall do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in such Clause.

21. TRANSFERS

21.1 Transfer by Borrower

The Borrower may not assign or otherwise transfer its rights and obligations under this Standard Security.

21.2 Transfer by Lender

The Lender may assign and transfer all or any of its rights and obligations under this Standard Security to any person which becomes a new or additional Lender in accordance with the terms of any Finance Document. The Lender shall be entitled to disclose such information concerning the Borrower and this Standard Security as the Lender considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

22. NOTICES

22.1 Communications in writing

Any communication to be made under or in connection with this Standard Security shall be made in writing and, unless otherwise stated, may be made by fax or letter.

22.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this Standard Security is that identified with its name below or any substitute address or fax number or department or officer as either party may notify to the other by not less than five Business Days' notice.

22.3 Delivery

22.3.1 Any communication or document made or delivered by one person to another under or in connection with this Standard Security will only be effective:

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address.

22.3.2 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose).

22.4 English language

Any notice given under or in connection with this Standard Security must be in English.

23. GOVERNING LAW AND JURISDICTION

23.1 Governing law

This Standard Security shall be governed by, and construed in accordance with, the laws of Scotland.

23.2 Jurisdiction

23.2.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Standard Security (including a dispute regarding the existence, validity or termination of this Standard Security) (a "Dispute").

23.2.2 The parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING STANDARD SECURITY BY
GREEN HIGHLAND RENEWABLES (ACHNACARRY) LIMITED IN FAVOUR OF BROADPOINT
2 LIMITED OVER SUBJECTS AT ARDECHIVE (ALLT DUBH)

SCHEDULE - PROPERTY

ALL and WHOLE the tenant's interest in and to Lease between Donald Andrew John Cameron and the Borrower dated 13 and 15 August and registered in the Books of Council and Session on 28 August all 2014 and presented for registration in the Land Register of Scotland under Title Number INV33321 on 20 August 2014 ("the Lease") of ALL and WHOLE that area of ground being the subjects shown delineated in red on the plan annexed and executed as relative hereto and being part and portion of ALL and WHOLE the Estate of Lochiel in the Lordship of Lochaber, Parish of Kilmallie and County of Inverness, described in and disposed by Disposition by Donald Hamish Cameron of Lochiel and others as Trustees thereinmentioned in favour of Donald Angus Cameron Younger of Lochiel dated 24 October and subsequent dates and recorded in the Division of the General Register of Sasines applicable to the County of Inverness on 20 November all in the year 1969 under exception of all subsequent Feu Dispositions, Dispositions and other Conveyances; TOGETHER WITH the tenant's rights specified in the Lease

Director (Signature)

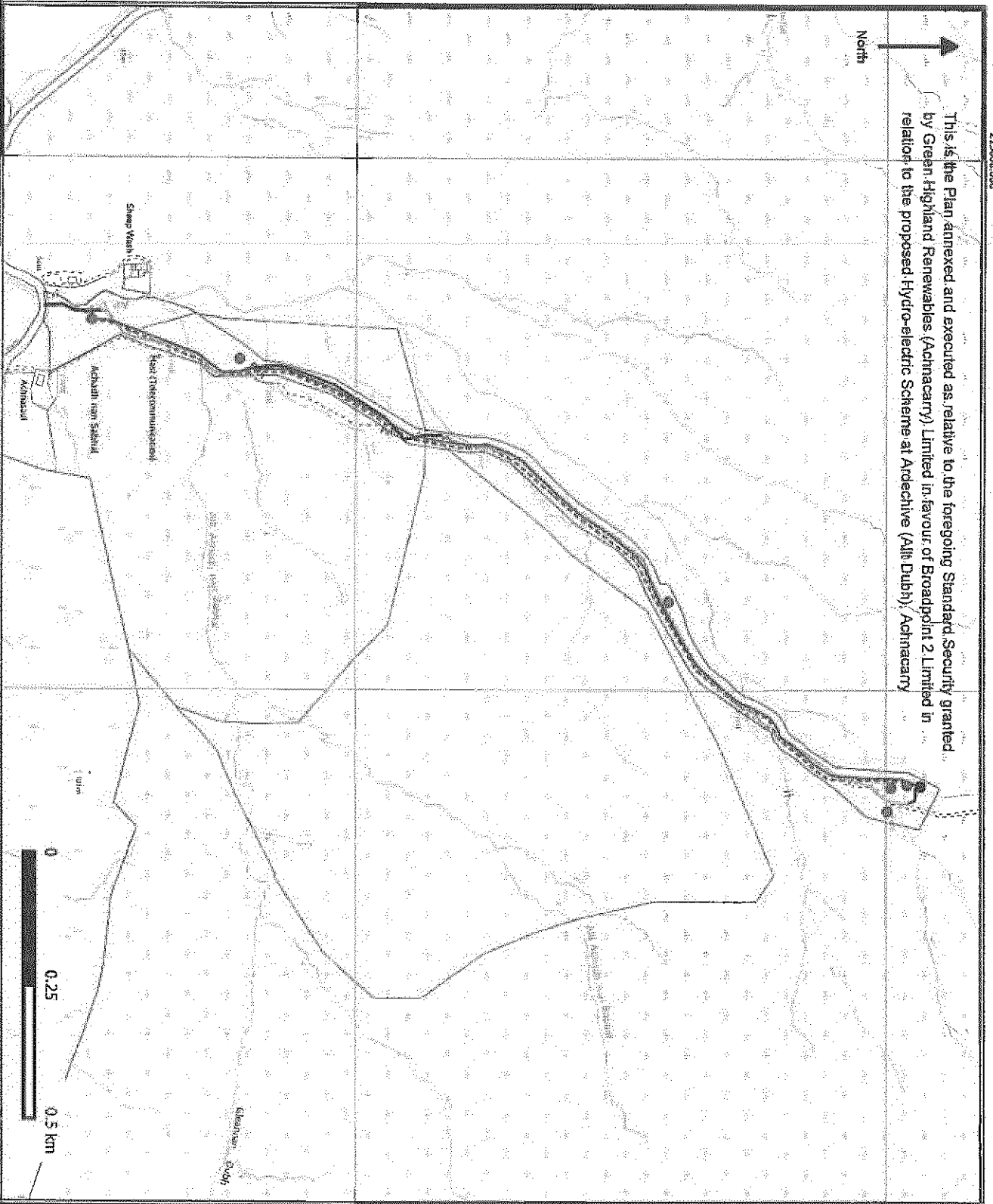
215000.000

This is the Plan annexed and executed as, relative to the foregoing Standard Security granted, by Green Highland Renewables (Achnacarry) Limited in favour of Broadpoint 2 Limited in relation to the proposed Hydro-electric Scheme at Aridechive (Allt Dubh), Achnacarry

North

790000.000

215000.000



790000.000

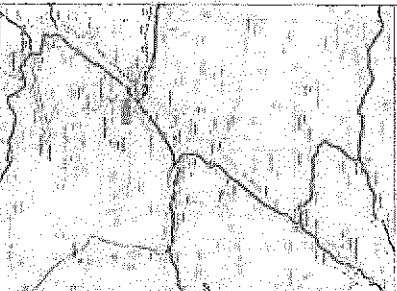
Project Allt Dubh

Title: Lease Plan

Notes:
1) CO Licence: 100092192
2) Ref. point Powerhouse is at NN 215 790

K1

- 100m
- Borrow Pit
- Powerhouse
- Penstock
- New Track
- Track - to be upgraded
- Construction Compound
- Lease area
- Cable - Control



Green Highland
Unlocking Hydro Energy

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Date: 24/06/14 Drawn: AR

Drawing Number: 1005.03.01.Y4

Map Scale: 1:10,000