

136560/613

In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01

Particulars of a charge



A fee is payable with this form. Please see 'How to pay' on the last page.

You can use the WebFiling service to file this form online. Please go to www.companieshouse.gov.uk

What this form is for
You may use this form to register a charge created or evidenced by an instrument.

What this form is NOT for
You may not use this form to register a charge where there is an instrument. Use form MR08.

TUESDAY



S2KHU2BS
SCT 05/11/2013 #90
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within 21 days beginning with the day after the date of creation of the charge. delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record.

1 Company details		For official use
Company number	S C 3 1 3 5 9 6	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	AIKENGALL COMMUNITY WIND COMPANY LIMITED	

2 Charge creation date	
Charge creation date	28 10 2013

3 Names of persons, security agents or trustees entitled to the charge	
Please show the names of each of the persons, security agents or trustees entitled to the charge.	
Name	HSBC BANK PLC as Security Trustee
Name	
Name	
Name	
If there are more than four names, please supply any four of these names then tick the statement below.	
<input type="checkbox"/> I confirm that there are more than four persons, security agents or trustees entitled to the charge.	

MR01

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Continuation page

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

Description

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

Yes

No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

Yes Continue

No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

Yes

No

MR01
Particulars of a charge

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.



¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

Pinkett Mason Ltd

30/10/13

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

MR01 – continuation page
Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Description

MR01
Particulars of a charge

 **Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name DAVID LAW

Company name PINSENT MASONS LLP

Address 30 CROWN PLACE

Post town LONDON

County/Region LONDON

Postcode

E	C	2	A		4	E	S
---	---	---	---	--	---	---	---

Country UNITED KINGDOM

DX 157620

Telephone 020 7667 0110

 **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 a certified copy of the instrument with this form.
- You have entered the date on which the charge was created.
- You have shown the names of persons entitled to the charge.
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- You have given a description in Section 4, if appropriate.
- You have signed the form.
- You have enclosed the correct fee.
- Please do not send the original instrument; it must be a certified copy.

 **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 filed on paper.

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
Second Floor, the Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

 **Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email 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



FILE COPY

**CERTIFICATE OF THE
REGISTRATION OF A CHARGE**

Company number: 313596

Charge code: SC31 3596 0007

The Registrar of Companies for Scotland hereby certifies that a charge dated 28th October 2013 and created by AIKENGALL COMMUNITY WIND COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th November 2013.

Given at Companies House, Edinburgh on 7th November 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

CERTIFIED TO BE A TRUE AND COMPLETE
COPY OF THE ORIGINAL
DATED THIS 6 DAY OF 11 2013
KIRITY MCLEAN
Solicitor
Pinsent Masons LLP *KMcLean*

ASSIGNATION IN SECURITY
by
AIKENGALL COMMUNITY WIND COMPANY LIMITED
as Assignor
in favour of
HSBC BANK PLC
as Security Trustee
in respect of the
Aikengall Community Wind Farm Project



Pinsent Masons

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ASSIGNATION IN SECURITY BY:

- (1) **AIKENGALL COMMUNITY WIND COMPANY LIMITED** incorporated in Scotland (Registered Number SC313596) whose registered office is at Caledonian Exchange, 19A Canning Street, Edinburgh EH3 8HE (the "**Assignor**")

in favour of

- (2) **HSBC BANK PLC** incorporated in England (Registered Number 00014259) whose registered office is at 8 Canada Square, London E14 5HQ as security trustee for the Finance Parties under and as defined in the Loan Agreement, and its successor(s) as such security trustee (the "**Security Trustee**").

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Security unless the context requires otherwise:

- "AOM 4000"** means the AOM 4000 agreement entered into between the Assignor and the Maintenance Provider in relation to the provision of operations and maintenance services at the Project;
- "Default Rate"** means the rate of interest payable under clause 8.4 (*Default Interest*) of the Loan Agreement;
- "Enforcement Notice"** means written notice given by the Security Trustee to the Maintenance Provider pursuant to Clause 6.1 notifying it that it has become entitled to enforce this Security;
- "Loan Agreement"** means the agreement so called dated 30 November 2007 entered into among, *inter alios*, the Assignor, and the Security Trustee as amended, restated, supplemented or novated from time to time;
- "Maintenance Provider"** means Vestas-Celtic Wind Technology Limited a company incorporated in Scotland under the Companies Acts (registered number SC216807) and having its registered office at Exchange Tower, 19 Canning Street, Edinburgh EH3 8EH;
- "Project"** means the Aikengall wind farm project, near Dunbar in Scotland;
- "Related Rights"** means all rights, remedies, benefits and entitlements now or at any time hereafter accrued or accruing in respect of the Assignor's part of the AOM 4000 hereby assigned including, without limitation:
- (a) the right to payment of all monies due thereunder;
 - (b) the proceeds of all payments thereunder and of all claims, awards, adjudications and judgments under or in respect thereof;
 - (c) all claims for damages in respect of any breach thereof (other than a breach by the Assignor);
 - (d) the benefit of all (if any) warranties and indemnities;
 - (e) all (if any) rights of termination or rescission;

- (f) the right to require and enforce performance by the other party or parties of its or their obligations thereunder by way of adjudication, arbitration, proceedings or otherwise; and
- (g) the right to perform and fulfil the obligations on the Assignor's part thereunder;

"Schedule" means the Schedule annexed as relative to this Security;

"Secured Obligations" means all or any monies, liabilities and obligations, whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, cautioner, surety or otherwise, which are now or may at any time hereafter (whether before or at any time after demand) be or become due in any manner by the Assignor to the Finance Parties under the Loan Agreement and the other Finance Documents, and all or any monies, liabilities and obligations due by the Assignor under this Security;

"Secured Rights" means the Assignor's whole right, title and interest, past, present and future, in and to the AOM 4000 and the Related Rights; and

"this Security" means these presents (including the Schedule) as amended or supplemented from time to time.

1.2 **Loan Agreement Definitions**

In this Security, unless the context requires otherwise terms defined in clause 1.1 (*Definitions*) of the Loan Agreement shall have the same meaning in this Security.

1.3 **Interpretation**

The provisions of clause 1.2 (*Construction*) and clause 1.5 (*Non-Business Days*) of the Loan Agreement shall apply *mutatis mutandis* to this Security as if set out in full herein.

1.4 **Conflict**

If there is any conflict between the provisions of this Security and the provisions of the Loan Agreement, the provisions of the Loan Agreement shall prevail.

2. **SECURITY**

2.1 **Security**

In security for the payment and discharge of the Secured Obligations, the Assignor hereby assigns the Secured Rights to the Security Trustee on the terms and conditions specified in this Security.

2.2 **Intimation**

Immediately upon execution of this Security, the Assignor shall intimate its terms to the Maintenance Provider and procure its acknowledgement in (or as near as may be) the form set out in the Schedule or in such other form as the Security Trustee may agree except to the extent that such notice is given and acknowledged in a Finance Document.

2.3 **Prohibition of other securities etc**

Save as otherwise provided in the Security Trust and Intercreditor Deed or unless otherwise agreed in writing by the Security Trustee, the Assignor shall not assign or create or permit any form

of security, charge or encumbrance to arise over or otherwise deal with the Secured Rights or any part thereof until the Secured Obligations have been fully and unconditionally paid or discharged.

3. PROTECTION OF SECURITY

3.1 Continuing security

This Security shall be a continuing security notwithstanding any intermediate payment or satisfaction of the Secured Obligations and shall remain in force until the Secured Obligations have been fully and unconditionally paid and discharged.

3.2 No prejudice

This Security shall be in addition to and shall not in any way prejudice or be prejudiced by any other security, right or remedy which the Security Trustee or any other Finance Party may now or at any time hereafter hold for all or any part of the Secured Obligations.

3.3 No waiver

Failure or delay on the part of the Security Trustee in exercising any right, power or discretion under or pursuant to this Security shall not operate as a waiver thereof, nor will any single or partial exercise of any such right, power or discretion preclude any other or further exercise thereof. The rights, powers and discretions contained in this Security are in addition to and not substitution for any right of set-off, compensation, retention, combination of accounts, lien or other right or remedy provided by law.

3.4 Severability

The provisions of this Security shall be severable and distinct from one another and if at any time one or more of such provisions is or becomes or is declared void, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Security shall not in any way be affected or impaired thereby.

3.5 Non impairment

The Assignor agrees that none of its obligations or the Security Trustee's rights, powers and discretions under this Security shall be reduced, discharged or otherwise adversely affected by:

- 3.5.1 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any security or any right or remedy which the Security Trustee or any other Finance Party may have now or in the future from or against the Assignor or any other person in respect of any of the Secured Obligations; or
- 3.5.2 any failure, act or omission by the Security Trustee or any other person in taking up, perfecting or enforcing any security or guarantee, surety or indemnity from or against the Assignor or any other person in respect of the Secured Obligations; or
- 3.5.3 any increase in or waiver or discharge of any of the Secured Obligations or any termination, amendment, variation, supplement, restatement, novation or replacement of the Loan Agreement and/or the Finance Documents; or
- 3.5.4 any grant of time, indulgence, waiver or concession to the Assignor or any other person; or
- 3.5.5 any of the administration, receivership, liquidation, winding-up, insolvency, bankruptcy, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name or style of the Assignor or any other person; or
- 3.5.6 any invalidity, illegality, unenforceability, irregularity or frustration of any document relating to the Secured Obligations; or

- 3.5.7 any amendment, variation, supplement or restatement of any of the AOM 4000; or
- 3.5.8 anything done or omitted to be done by the Security Trustee or any other person which but for this provision might operate to exonerate or discharge or otherwise reduce or extinguish the liability of the Assignor under this Security.

3.6 Further assurance

The Assignor shall promptly after being requested to do so by the Security Trustee do all such acts and things and execute and deliver all such documents as the Security Trustee may require (in particular, without limitation, further securities, transfers or assignments of or other instruments relating to the Secured Rights) for perfecting or protecting the security created by or pursuant to this Security in respect of the Secured Rights or its priority or for facilitating the realisation or application of the Secured Rights and the exercise of the rights, powers and discretions conferred on the Security Trustee under this Security.

3.7 New accounts

At any time after the Security Trustee or any other Finance Party has received or is deemed to be affected by notice (whether actual or constructive) of the creation of any subsequent security, charge or encumbrance over or affecting any part of the Secured Rights or the proceeds of realisation the Security Trustee or any other Finance Party may open a new account or accounts with the Assignor. If the Security Trustee or any other Finance Party does not open a new account or accounts it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice and as from that time all payments made to the Security Trustee or any other Finance Party shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount covered by this Security.

4. POWER OF ATTORNEY

4.1 Appointment

The Assignor hereby irrevocably appoints the Security Trustee as its attorney on its behalf and in its name or otherwise, at such times and in such a manner as the attorney may think fit:

- 4.1.1 to do anything which the Assignor is obliged to do (but has not done) under this Security including, without limitation, to execute further securities, transfers or assignments of and other instruments relating to, the Secured Rights; and
- 4.1.2 generally to exercise all or any of the rights, powers and discretions conferred on the Security Trustee in relation to the Secured Rights under this Security

provided that the appointment hereby made shall cease to have any force and effect when the provisions for discharge under Clause 7 have been satisfied.

4.2 Ratification

The Assignor hereby ratifies and confirms and agrees to ratify and confirm whatever its attorney may do or purport to do in the exercise or purported exercise of the power of attorney given by the Assignor under this Clause.

4.3 Exercise of power

The appointment effected under Clause 4.1 shall take effect immediately, but the powers conferred shall only become exercisable upon this Security becoming enforceable or if the Assignor does not fulfil any of its obligations under Clause 3.6 (*Further assurance*) within 3 Business Days of notice from the Security Trustee to do so.

5. **RIGHTS AND OBLIGATIONS UNDER AOM 4000**

5.1 **Assignor's continuing liability**

Notwithstanding the terms of this Security, the Assignor agrees that prior to enforcement of this Security pursuant to Clause 6 (*Enforcement*) it shall remain liable to perform all the obligations incumbent on it and entitled to exercise all rights, remedies, powers and discretions conferred on it under the AOM 4000 and Related Rights and the Security Trustee shall not have any liability or responsibility under any of the AOM 4000 or Related Rights to the Assignor or any other party.

5.2 **Right to perform obligations**

Without prejudice to Clause 5.1 (*Assignor's continuing liability*), if the Assignor fails to perform any of the obligations incumbent on it under any of the AOM 4000 and Related Rights, the Security Trustee shall be entitled, but not required, to perform or procure such performance of such obligations, and the amount of all payments made or costs incurred by the Security Trustee in that respect, shall be repayable by the Assignor in accordance with Clause 9.2 (*Non-compliance by Assignor*).

6. **ENFORCEMENT**

6.1 **Powers**

At any time whilst an Event of Default is continuing, the Security Trustee shall be entitled, on giving an Enforcement Notice to the Maintenance Provider (but without any requirement to give notice to the Assignor), either in its own name or in the name of the Assignor, or otherwise and in such manner and upon such terms and conditions as it thinks fit:

6.1.1 to sell, transfer, assign or otherwise dispose of the Secured Rights by public or private sale with or without advertisement in such manner and on such terms and conditions as the Security Trustee may consider expedient, and apply the proceeds in or towards satisfaction of, or retain them as continuing security for, the Secured Obligations; and

6.1.2 generally, without prejudice to the other provisions of this Clause, to exercise all the rights powers and discretions and fulfil all the obligations in respect of the Secured Rights it would be entitled to exercise if it were the absolute owner of the Secured Rights, and to do all acts and things it may consider necessary or expedient for the realisation of the Secured Rights and the application of the proceeds in or towards settlement of, or their retention as continuing security for, the Secured Obligations, or as may be incidental to the exercise of any of the rights, powers and discretions conferred on the Security Trustee under this Security.

6.2 **Application of proceeds**

All monies realised or otherwise arising from the enforcement of this Security shall, subject to Clause 6.3 (*Monies on Suspense Account*) and Clause 7 (*Discharge*), be applied by the Security Trustee in or towards settlement of the Secured Obligations in accordance with clause 10.2 of the Security Trust and Intercreditor Deed and any surplus shall be paid to the Assignor or any other person entitled thereto.

6.3 **Monies on suspense account**

Nothing in this Security shall limit the right of the Security Trustee (and the Assignor acknowledges that the Security Trustee is so entitled) if and for so long as the Security Trustee in its discretion shall consider it appropriate, to place all or any monies arising from the enforcement of this Security into a suspense account or accounts (which may be with the Security Trustee, the Agent or any other Finance Party), without any obligation to apply the same or any part thereof in or toward the discharge of the Secured Obligations provided that if the aggregate of such monies so placed to the credit of such suspense account or accounts shall equal or exceed the Secured

Obligations, the Security Trustee shall, subject always to Clause 7 (*Discharge*), forthwith apply the same towards settlement of the Secured Obligations.

6.4 Balance

The rights powers and discretions conferred on the Security Trustee under this Clause are subject only to its obligation to account to the Assignor for any balance of the Secured Rights or their proceeds remaining in its hands after the Secured Obligations have been fully and unconditionally paid and discharged.

6.5 Third parties

6.5.1 No purchaser from or other person dealing with the Security Trustee in relation to the Secured Rights shall be concerned to enquire whether any of the powers exercised or purported to be exercised by it hereunder has become exercisable, whether any of the Secured Obligations remains outstanding, or generally as to the propriety or validity of the exercise or purported exercise of any power hereunder.

6.5.2 The receipt or discharge of the Security Trustee shall be an absolute discharge to any purchaser or other person dealing with the Security Trustee in relation to the Secured Rights and any such purchaser or third party shall not have any obligation to enquire after or see to the application of any payments made by it to the Security Trustee or at its direction.

7. DISCHARGE

7.1 Discharge

When the Secured Obligations have been fully and unconditionally paid or discharged the Security Trustee shall at the Assignor's request and expense take whatever action the Assignor requires for the discharge of this Security and retrocede and re-assign to the Assignor (or as it may direct) its whole, right, title and interest in and to the Secured Rights. Any payment or realisation in respect of the Secured Obligations which in the reasonable opinion of the Security Trustee is liable to be avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, shall not be regarded as having been irrevocably settled or discharged until the expiry of the period during which it may be challenged on any such ground.

7.2 Retention of Security

If any payment or realisation in respect of the Secured Obligations is, in the Security Trustee's reasonable opinion, liable to be avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, the Security Trustee shall be entitled to retain this Security undischarged until the expiry of the period during which it may be challenged on any such ground.

7.3 Avoidance of payments

The Security Trustee's right to recover the Secured Obligations in full shall not be affected or prejudiced by any payment or realisation which is avoided or otherwise invalidated or adjusted by law, including any enactment or rule of law relating to insolvency, or by any release or discharge given by the Security Trustee on the faith of any such payment or realisation.

8. LIABILITY OF SECURITY TRUSTEE

The Security Trustee shall not in any circumstances be liable to the Assignor or any other person for any losses, damages, liabilities or expenses arising from or in connection with the application or enforcement of this Security or any realisation, appropriation or application of the Secured Rights or from any act, default or omission of the Security Trustee, or its officers, employees or agents in relation to the Secured Rights or otherwise in connection with this Security, except to the extent caused by the wilful neglect or default of the Security Trustee or its officers, employees or agents.

9. **MISCELLANEOUS**

9.1 **Financial assistance**

If and to the extent that this Security would constitute the provision of unlawful financial assistance for the purpose of the acquisition of shares in the Assignor or its holding company, it shall not apply to such part of the Secured Obligations as may have been incurred by the Assignor directly or indirectly for such purpose.

9.2 **Non compliance by Assignor**

If the Assignor fails to make any payment or fulfil any obligation due by it under or pursuant to this Security, the Security Trustee shall be entitled to do so on its behalf and in its name (or in its own name as it considers expedient) and/or to take such action to remedy or mitigate the consequences of such failure as it considers expedient, and the amount of any such payment and/or the costs incurred in fulfilling such obligation or mitigating the consequences of such failure, shall be repayable by the Assignor on demand, together with interest at the Default Rate from the date of demand until settlement and shall constitute Secured Obligations.

9.3 **Assignment**

9.3.1 The Security Trustee may at any time (without notice or consent) assign the benefit of this Security or any of its rights or obligations hereunder in accordance with the Loan Agreement.

9.3.2 The Assignor may not assign, transfer or otherwise deal with the benefit or burden of this Security or any of its rights or obligations hereunder.

9.4 **Certificate**

A certificate signed by any authorised signatory on behalf of the Security Trustee shall, save in the case of manifest error, conclusively constitute the amount of the Secured Obligations at the relevant time for all purposes of this Security.

9.5 **Entire agreement**

This Security constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Security.

9.6 **Non-reliance**

Each of the parties acknowledges and agrees that in entering into this Security it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) of any person (whether a party to this Security or not) other than as expressly set out in this Security.

9.7 **Amendments**

No amendment or variation of this Security shall be effective unless it is in writing and signed by or on behalf of each of the parties.

9.8 **Expenses**

The Assignor shall indemnify the Security Trustee on demand against all liabilities, costs, charges and expenses properly and reasonably incurred by the Security Trustee (including the fees and expenses of any legal advisers employed by the Security Trustee and where appropriate any VAT) in connection with the preparation and execution of this Security (and any further security taken by the Security Trustee hereunder) and the enforcement or preservation of the Security Trustee's rights under this Security, together with interest at the Default Rate, from the date of demand until settlement, and the amount thereof shall be a Secured Obligation.

10. COMMUNICATIONS

The provisions of clause 37 (Notices) of the Loan Agreement shall apply *mutatis mutandis* to this Security as if set out in full herein.

11. GOVERNING LAW

This Security shall be governed by and construed in accordance with the law of Scotland and in so far as not already subject thereto the parties irrevocably submit to the non-exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF these presents consisting of this and the 7 preceding pages and the Schedule are executed as follows:

SUBSCRIBED for and on behalf of
AIKENGALL COMMUNITY WIND COMPANY LIMITED

at FRODSHAM
on the 31st day
of OCTOBER 2013
by

x D.A. WOOD
MRS D.A. WOOD

Director/Attorney WITNESS,

Full Name

GODSCROFT LANE,
FRODSHAM
CHESHIRE, WA6 6XU.

[Signature]

Director/Secretary/Witness

Full Name

R.M.H. WOOD

GODSCROFT LN FRODSHAM

Address

SUBSCRIBED for and on behalf of
HSBC BANK PLC as Security Trustee

at
on the 28 day of October
of 2013
by [Signature]

Chris Merrett

Authorised signatory

Authorised Signatory

Full Name

[Signature]

Witness

LOUISA BRIDLE

Full Name

110 HSBC BANK PLC, 8 CANADIAN SQUARE
LONDON, E14 5TB

Address

SCHEDULE 1

This is the Schedule referred to in the foregoing Assignment in Security by Aikengall Community Wind Company Limited in favour of HSBC Bank plc as Security Trustee

Form of Intimation and acknowledgement

[On letterhead of Aikengall Community Wind Company Limited]

To: Vestas-Celtic Wind Technology Limited
[Address]
Attention: []

Dear Sirs

[Aikengall Community Wind Farm AOM 4000 (the "AOM 4000")]

We hereby give notice that by an Assignment in Security by us in favour of [●] as Security Trustee therein specified (the "Security Trustee") dated the [] day of [] 2013 (the "Security"), we have assigned our part of the above defined AOM 4000 and our Related Rights thereunder (as defined in the Security) to the Security Trustee in security of the Secured Obligations (as defined in the Security). A certified copy of the Security is annexed to this notice.

In terms of the Security:

1. Unless and until the Security Trustee gives you written notice that it has become entitled to enforce the Security (an "Enforcement Notice"):
 - 1.1 We remain liable to perform all our obligations and entitled to exercise all our rights, powers and discretions, under our part of the AOM 4000 and Related Rights, and
 - 1.2 You should make all payments due under the AOM 4000 to our account number [●] with [bank] at [branch] sort code [●].
2. Upon the Security Trustee giving you an Enforcement Notice:
 - 2.1 The Security Trustee shall be entitled (but not obliged) immediately or at any time thereafter to exercise all the rights, powers and discretions (subject to performance of the counterpart obligations) under our part of the AOM 4000 and Related Rights;
 - 2.2 You should make all further payments under the AOM 4000 to such account or accounts (if any) or otherwise as the Security Trustee may direct; and
 - 2.3 The Security Trustee shall be entitled to assign our part of the AOM 4000 to a third party or parties as provided in the AOM 4000.
3. We irrevocably agree that you shall be entitled to rely and act on any Enforcement Notice without enquiry.

Please confirm that you have not received notice of any other assignation or security, charge or encumbrance in respect of the said AOM 4000 and that all claims or rights of set-off, counterclaim, deduction, lien or retention in respect of the said AOM 4000 are excluded.

Please acknowledge receipt of this intimation by signing and returning the acknowledgement on the enclosed duplicate.

Yours faithfully

For and on behalf of Aikengall Community Wind Company Limited

..... Director/Authorised Signatory

..... Full Name

[On duplicate]

To: Aikengall Community Wind Company Limited
[Address]
Attention: []

Dear Sirs

We Vestas-Celtic Wind Technology Limited of Exchange Tower, 19 Canning Street, Edinburgh, EH3 8EH acknowledge receipt of the notice of intimation of which this is a duplicate and will fulfil its terms.

We confirm that we have not received notice of any other assignation or security charge or encumbrance in respect of the said AOM 4000 and that all claims or rights of set-off, counterclaim, deduction, lien or retention in respect of the said AOM 4000.

Yours faithfully

For and on behalf of Vestas-Celtic Wind Technology Limited

..... Director/Authorised Signatory
..... Full Name
..... Date