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COMPANIES FORM No. 410(Scot)

# 410

## Particulars of a charge created by a company registered in Scotland

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge

Pursuant to section 410 of the Companies Act 1985

CHFP025

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies  
(Address overleaf Note 6)

For official use

Company number

13

SC313596

Name of company

\* AIKENGALL COMMUNITY WIND COMPANY LIMITED (the "Company")

insert full name of company

Date of creation of the charge (note 1)

30 November 2007

Description of the instrument (if any) creating or evidencing the charge (note 1)

Assignment in Security (the "Charge")

Amount secured by the charge

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 Company to the Finance Parties under the Loan Agreement and the other Finance Documents, and all or any monies, liabilities and obligations due by the Company under the Charge (the "Secured Obligations")

See Paper Apart for definitions

Names and addresses of the persons entitled to the charge

HSBC BANK PLC, incorporated in England (Registered Number 00014259) 8 Canada Square, London E14 5HQ as security trustee for the Finance Parties (the "Security Trustee")

Presenter's name address telephone number and reference (if any)

McGrigors LLP  
Princes Exchange  
1 Earl Grey Street  
Edinburgh  
EH3 9AQ

0131 777 7107  
849243

For official Charges Se

WEDNESDAY



\*S5701VMM\*

SCT 19/12/2007 1815

COMPANIES HOUSE

SCT 13/12/2007 1443

COMPANIES HOUSE

Short particulars of all the property charged

Please do not write in this margin

The Company's whole right, title and interest, past, present and future in and to the Project Documents and the Related Rights (the "Secured Rights")

See Paper Apart for definitions.

Please complete legibly, preferably in black type, or bold block lettering

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

N/A

Particulars as to commission, allowance or discount paid (see section 413(3))

N/A

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

Signed Fed M. Filsons LLP [Signature] Date 12.12.07  
On behalf of ~~XXXXXXXX~~ [chargee] †

Notes

† delete as appropriate

1 A description of the instrument e.g "Standard Security" "Floating Charge" etc, should be given For the date of creation of a charge see section 410(5) of the Act (Examples date of signing of an Instrument of Charge, date of recording/registration of a Standard Security, date of intimation of an Assignment )

2 In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge, and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3 A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge In the case of a charge created out of the United Kingdom comprising property situated outside the U K , within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U K Certified copies of any other documents relevant to the charge should also be delivered

4 A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body

5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders are to be made payable to **Companies House**

6 The address of the Registrar of Companies is Companies House, 37 Castle Terrace, Edinburgh EH1 2EB DX 235 Edinburgh or LP 4 Edinburgh 2

**Paper Apart to Form 410**

**Aikengall Community Wind Company Limited (the "Company")  
and  
HSBC Bank PLC (the "Security Trustee")**

**Definitions:**

**"Loan Agreement"** means the agreement so called dated 30 November 2007 entered into among the Company, Aikengall Community Wind Company (Holdings) Limited, the Security Trustee and the Banks and Institutions listed in Schedule 1 of the Loan Agreement,

**"Finance Documents"** means the Loan Agreement, the Security Documents, the Fee Letters, each Hedging Agreement and each other document designated as such by the Agent (being, as at the date hereof HSBC Bank plc) and the Company (all as defined in the Loan Agreement),

**"Finance Parties"** means the Agent, the Account Bank, the Arranger, the Issuing Bank, the Security Trustee, the Intercreditor Agent, the Hedging Counterparty or a Lender (all as defined in the Loan Agreement), and

**"Project Documents"** means

- (a) the Connection Offer Letter,
- (b) the Connection Acceptance Letter,
- (c) the PPA Credit Support Agreement,
- (d) the Turbine Supply Contract,
- (e) the Turbine Supply and Service and Availability Guarantee,
- (f) the Electrical Works Contract,
- (g) the Civil Works Contract,
- (h) the Operation and Maintenance Agreement, and
- (i) the Site Data and Management Duty of Care Letter

(all as defined in the Loan Agreement),

**"Related Rights"** means all rights, remedies, benefits and entitlements now or at any time hereafter accrued or accruing in respect of the Company's part of the Project Documents 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 Company),
- (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 Company's part thereunder, and

**"Security Documents"** means

- (a) the Borrower Bond and Floating Charge,
- (b) the HoldCo Bond and Floating Charge,
- (c) the Share Charge,
- (d) the HoldCo Debenture,
- (e) the Direct Agreements,
- (f) the Security Trust and Intercreditor Deed,
- (g) the Standard Securities,
- (h) the Borrower Assignment in Security,
- (i) the Borrower Debenture, and

any other document entered into by any person, creating, evidencing or perfecting a Security created for all or part of the obligations of the Company and Aikengall Community Wind Company (Holdings) Limited under any of the Finance Documents (all as defined in the Loan Agreement)

# FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 313596

I hereby certify that a charge created by

AIKENGALL COMMUNITY WIND COMPANY LIMITED

on 30 NOVEMBER 2007

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of HSBC BANK PLC

was delivered pursuant to section 410 of the Companies Act, 1985,  
on 19 DECEMBER 2007 given at Companies House, Edinburgh  
27 DECEMBER 2007



C O M P A N I E S H O U S E

