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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

CHFP025

Please do not write in this margin

Pursuant to section 410 of the Companies Act 1985

USE
DAI

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

[1 1 2]

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)

Debenture (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 II for definitions

Names and addresses of the persons entitled to the charge

HSBC Bank PLC, incorporated in England (Registered Number 0014259) 8 Canada Square, London E14 5HQ as security trustee for the Finance Parties (the "Security Trustee")

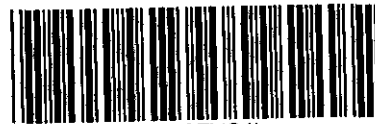
Presenter's name address telephone number and reference (if any)

McGrigors LLP
Princes Exchange
1 Earl Grey Street
Edinburgh
EH3 9AQ
0131 777 7107
849405

For official use (06/2005)

Charges Sec

THURSDAY



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SCT

13/12/2007

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COMPANIES HOUSE

Short particulars of all the property charged

Please do not write in this margin

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

See Paper Apart I

The Security Trustee and the other Finance Parties shall perform any obligation to make further advances to the Company under the Finance Documents

See Paper Apart II for definitions

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 Fred M Giggus LLA Date 12/12/17

On behalf of ~~XXXXXX~~ [chargee] †

Notes

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 par 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

† delete as appropriate

Paper Apart to Form 410

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

Paper Apart 1

Description of property charged

1 Fixed Security

1 1 Plant, machinery and chattels

By way of first fixed charge, all plant, machinery and other chattels now or hereafter owned by the Company, and its interest in all plant, machinery and other chattels held by it under any lease, licence, hire or rental contract or other arrangement (excluding any forming part of its stock in trade or work in progress) together with the benefit of all hiring, leasing or rental contracts in respect of any such plant, machinery or chattels hired, leased or rented by it to any other person, and any guarantees, indemnities and Security Interests for the performance of such person's obligations now or hereafter held or enjoyed by it in relation thereto

1 2 Receivables

By way of first fixed charge (except to the extent the subject of a valid fixed Security Interest under any other provision of the Charge), all Receivables together with the benefit of all guarantees, indemnities, Security Interests and other rights of any nature now or hereafter held or enjoyed by the Company in relation thereto

1 3 Intellectual Property Rights

By way of first fixed charge, all Intellectual Property Rights now or hereafter owned by the Company (solely or with others), and its interest in all Intellectual Property Rights now or hereafter held or used by it (solely or with others) under licence, sub licence, franchise or otherwise in any way together with the benefit of all licences, sub licences, franchises and other agreements or arrangements of any nature entered into by it in relation to the use by it or third parties of such Intellectual Property Rights

1 4 Miscellaneous

By way of first fixed charge

- (a) the benefit of all statutory or regulatory licences, permissions, consents or authorisations held by the Company in connection with its business or the use of any Security Asset and any right to payment of compensation thereunder,
- (b) all sums, realised or recovered by any liquidator or administrator of the Company pursuant to Part VI of the Insolvency Act 1986 (as amended),
- (c) the Company's goodwill, and
- (d) the Company's uncalled capital

2 **Assignments**

2 1 Credit Balances

By way of first legal mortgage all of the Company's rights and interest (to the extent of that interest) and, all monies, whether principal or interest, accrued or accruing, now or at any time hereafter deposited in or otherwise standing to the credit of each Account and any other present or future account of the Company with any bank, financial institution or other person, and any replacement account thereof, the debts thereby represented, and all other rights and benefits in connection therewith

2 2 Specified Agreements

By way of security, the benefit of and the Company's whole present and future rights under the Specified Agreements and all other contracts or agreements to which it is or may at any time hereafter be or become a party and the proceeds of all payments, claims, awards and other sums (including liquidated and ascertained damages) paid or payable to the Company under or in respect thereof and all the Company's present and future claims, rights, remedies and causes of action thereunder

2 3 Insurances

By way of security, the benefit of and the Company's whole present and future rights and claims under or in respect of, all Insurances including without limitation, all rights to submit, negotiate and settle claims, and all monies now or hereafter payable thereunder, including return of premiums

Paper Apart II

Definitions:

"**Accounts**" means the accounts specified in Part 1 of Schedule 1 of the Charge (if any),

"**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),

"**Insurances**" means all policies or contracts of insurance or assurance now or hereafter effected by the Company or on its behalf or in which it may have an interest,

"**Intellectual Property Rights**" means all know how, patents (including supplementary protection certificates), patent applications, trade marks, immunity trade marks, service marks, trade names, brand names, business names, registered and unregistered designs, database rights, copyright, trade secrets, confidential information and know how and all other industrial and intellectual property rights and any interest (including by way of licence) in any of the foregoing (in each case whether registered or not) and including all applications for the same and all rights and causes of action in respect of infringement, past, present and future, of any of the foregoing,

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

"**Receivables**" means all book and other debts and monetary claims now or hereafter due or owing to the Company,

"**Security Assets**" means all or any part of or interest in the undertaking, property, rights and assets of the Company which now or at any time hereafter are or are expressed to be the subject of any Security Interest created or purported to be created by or pursuant to the Charge,

"**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,

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(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 Obligors under any of the Finance Documents (all as defined in the Loan Agreement),

"Security Interest" means any mortgage, charge, pledge, lien, retention of title arrangement (other than in respect of goods purchased in the ordinary course of business), hypothecation, encumbrance or security interest of any kind, or any agreement or arrangement having substantially the same economic or financial effect as any of the foregoing (including any **"hold back"** or **"flawed asset"** arrangement), and

"Specified Agreements" means the PPA Agreement, the PPA Credit Support Document, the BELLA Agreement and the CUSC Accession Agreement (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 13 DECEMBER 2007 given at Companies House, Edinburgh
18 DECEMBER 2007



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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