



Registration of a Charge

Company name: **GVO WIND NO.2 LIMITED**

Company number: **07966721**



X51CN2DD

Received for Electronic Filing: **25/10/2016**

Details of Charge

Date of creation: **21/10/2016**

Charge code: **0796 6721 0006**

Persons entitled: **NIBC BANK N.V. (AS SECURITY AGENT)**

Brief description:

Contains fixed charge(s).

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: **BURGES SALMON LLP (JF11)**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7966721

Charge code: 0796 6721 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st October 2016 and created by GVO WIND NO.2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th October 2016 .

Given at Companies House, Cardiff on 26th October 2016

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

ASSIGNATION OF CONTRACTS

THE ENTITIES LISTED IN SCHEDULE 1 (THE ASSIGNORS)	(1)
NIBC BANK N.V. (THE SECURITY AGENT)	(2)

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THIS AGREEMENT is made BETWEEN

- 1 **THE ENTITIES** listed in Schedule 1 to this Agreement (together the "**Assignors**" and each an "**Assignor**"); and
- 2 **NIBC BANK N.V.** whose registered office is at 11th Floor, 125 Old Broad Street, London, EC2N 1AR with registration no. FC018713 (the "**Security Agent**") as agent and trustee for itself and each of the other Secured Parties (as defined below).

MEANING OF CERTAIN WORDS**1 DEFINITIONS**

Terms defined in the Facility Agreement shall, unless otherwise defined in this Agreement, have the same meaning in this Agreement. In addition, the following definitions shall apply:

"Debenture" means the debenture dated on or about the date of this Agreement between (among others) the Assignors and the Security Agent;

"Default Rate" means the default interest rate specified in Clause 10.3 (*Default Interest*) of the Facility Agreement;

"Enforcement Event" means an Event of Default which has been accelerated in accordance with clause 25.26 of the Facility Agreement;

"Facility Agreement" means the Facility Agreement dated on or around the date of this Agreement between (among others) the Borrower, the Original Lenders, the Agent, the Security Agent and the Arranger for the provision of a loan facility;

"Relevant Agreement" means each agreement specified in Schedule 2;

"the Schedules" means Schedule 1 and Schedule 2 annexed as relative hereto;

"Secured Liabilities" means each and every present and future obligation and liability of any Assignor whether actual or contingent and whether owed jointly or severally or in any other capacity whatever) which is, or is expressed to be, or may at any time be or become, due, owing or payable to the Secured Parties under the Finance Documents together with costs, charges and expenses which are, or are expressed to be, or may become due, owing or payable by any Assignor at any time to the Secured Parties under the Finance Documents;

"Security Period" means the period starting on the date of this Agreement and ending on the date on which the Security Agent is satisfied that all the Secured Liabilities have been

unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding; and

"Successor" means the resulting company, institution or body.

2 SECURED LIABILITIES

2.1 Secured Liabilities

Each Assignor will on demand pay or otherwise discharge all Secured Liabilities from time to time, at the times at which, in the manner in which, and in the currencies in which they are expressed to be due and payable or due for discharge in accordance with the Finance Documents.

3 ASSIGNATION OF RELEVANT AGREEMENTS

3.1 Assignment

Each Assignor as a continuing security for the payment and discharge of the Secured Liabilities hereby assigns to the Security Agent the Relevant Agreements.

3.2 Assignment provisions

In respect of the Relevant Agreements:

- (a) they are assigned absolutely but subject to reassignment and retrocession upon the Secured Liabilities being paid or discharged in full and there being no future or contingent Secured Liabilities which may arise, whereupon the Security Agent shall, at the request and cost of the Assignor, reassign the Relevant Agreements to the Assignor;
- (b) until such time as this Assignment becomes enforceable pursuant to Clauses 3.3 and 3.4, the Assignor shall be entitled to the benefit of, and to exercise all rights under, the Relevant Agreements;
- (c) the Assignor shall on the date of this Agreement give to the counterparties to the Relevant Agreements intimations of assignment in such form as the Security Agent (acting reasonably) may require and shall use reasonable endeavours to procure that each counterparty provides to the Security Agent an acknowledgement of that intimation in substantially the form appended to that intimation; and
- (d) neither the Security Agent nor any other Secured Party shall, notwithstanding the assignment, have any responsibility for the performance of the obligations of the Assignor under any Relevant Agreement and the Assignor shall continue to observe and perform such obligations.

3.3 Enforcement Event

The security constituted by this Agreement shall become immediately enforceable at any time after the occurrence of an Enforcement Event which is continuing.

3.4 Enforcement

At any time after the security constituted by this Agreement has become enforceable, in accordance with Clause 3.3, the Security Agent, on giving notice to the Assignors, shall be entitled to exercise, at any time or times and in such manner as the Security Agent in its absolute discretion shall think fit all or any of the rights, powers and remedies held by it as assignee of the rights of the Assignors under the Relevant Agreements including to:

- (a) collect, demand and receive or recover by legal process all or any moneys payable under or in connection with the Relevant Agreements and on payment to give an effectual discharge for them;
- (b) exercise all such other rights, powers and remedies as the Assignor is then entitled to exercise in relation to the Relevant Agreements (or might, but for the terms of this Agreement, exercise) to the exclusion of the Assignor (and the Assignor shall exercise all such rights, powers and remedies in accordance with the instructions of the Security Agent);
- (c) do all such acts, deeds, documents and things as the Security Agent may consider necessary or proper in relation to any of the rights, powers and remedies referred to above; and
- (d) to exercise and do all such rights and things as the Security Agent would be entitled to exercise and do if it were the absolute owner of the rights of the Assignor under the Relevant Agreements and if the Security Agent had been a party to the Relevant Agreements instead of the Assignor including to terminate any or all of the Relevant Agreements or assign the benefit of any or of the Relevant Agreements to any person, subject to the terms of the Relevant Agreements.

4 OBLIGATIONS

4.1 Representations

- (a) Each Assignor makes the representations and warranties set out in this Clause 4.1 (Representations) to the Security Agent as trustee for itself and for the benefit of each of the other Secured Parties, on the date of this Agreement.
 - (i) No Security

Each Relevant Agreement is free from any Security other than any Permitted Security and the Security created by this Agreement.

(ii) Avoidance of Security

No Security expressed to be created under this Agreement is liable to be avoided, or otherwise set aside, on the liquidation or administration of an Assignor or otherwise (subject to any general principles of law referred to in any legal opinion required under the Facility Agreement).

(iii) Enforceable security

This Agreement constitutes and will constitute the legal, valid, binding and enforceable obligations of an Assignor and is and will continue to be effective security overall and every part of the Relevant Agreements in accordance with its terms (subject to any general principles of law referred to in any legal opinion required under the Facility Agreement).

- (b) The representations and warranties set out above are deemed to be repeated on each date referred to in clause 20.34 (*Times when representations made*) of the Facility Agreement

4.2 Undertakings

The Chargor makes the undertakings set out in this Clause 4.2 to the Security Agent as trustee for itself and for the benefit of each of the other Secured Parties for the continuance of the Security Period

- (a) *Negative pledge:* except as permitted by the Finance Documents, not assign, novate or dispose or purport to assign, novate or dispose of the Relevant Agreements in whole or in part or grant, create or permit to subsist any Security (whether ranking in priority to, pari passu with or subordinate to the security hereby created) on or against the Relevant Agreements or any part thereof without the express prior written consent of the Security Agent.

5 CERTAIN POWERS OF THE SECURITY AGENT

5.1 Redemption of Permitted Security Interests

At any time on or after an Enforcement Event is continuing, the Security Agent may pay off all or any Permitted Security Interest and take a transfer of the benefit of them or redeem the same, and the money so expended by the Security Agent and all costs of and incidental to the transaction incurred by the Security Agent shall be repayable by an Assignor to the Security Agent on demand, shall constitute part of the Secured

Liabilities and shall bear interest at the Default Rate from the date of payment by the Security Agent.

5.2 Subsequent Security Interests

If the Security Agent receives or has notice (actual or constructive) of any subsequent Security affecting any Relevant Agreement or any part of it or if the continuing nature of this Agreement is determined for any reason, the Security Agent may open a new account for the Assignors. If it does not do so then, unless the Security Agent gives express written notice to the contrary to the Assignors for the purposes of this Agreement, the Security Agent shall nevertheless be treated as if it had opened a new account at the time when it received or had such notice and as from that time all payments made by or on behalf of the Assignors to the Security Agent shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Assignors to the Security Agent at the time when it received such notice.

5.3 Settlement of accounts

The Security Agent may settle and pay the accounts of any person in whom any prior Security may from time to time be vested and any accounts so settled and paid shall as between the Security Agent and the Assignors be deemed to be properly settled and paid and shall be binding on the Assignors accordingly. The money so expended by the Security Agent shall be repayable by the Assignors to the Security Agent on demand, shall constitute part of the Secured Liabilities and shall bear interest at the Default Rate from the date of payment by the Security Agent.

5.4 Power to remedy

If an Assignor at any time defaults in complying with any of its material obligations contained in this Agreement, the Security Agent shall, without prejudice to any other rights arising as a consequence of such default, be entitled (but not bound) to make good such default and the Assignors hereby irrevocably authorise the Security Agent and its employees and agents by way of security to do all such things (including, without limitation, entering the Assignors' property) necessary or desirable in connection therewith. Any moneys so expended by the Security Agent shall be repayable by the Assignors to the Security Agent on demand together with interest at the Default Rate from the date of demand by the Security Agent until such repayment, both before and after judgement. No exercise by the Security Agent of its powers under this clause 5.4 shall make it liable to account as a heritable creditor in possession.

6 CONTINUING SECURITY AND OTHER MATTERS

6.1 Continuing security

This Agreement and the obligations of the Assignors under this Agreement shall:

- (a) secure the Secured Liabilities owing to the Secured Parties by the Assignors and shall be a continuing security notwithstanding any payment or settlement of account or other matter whatsoever;
- (b) be in addition to, and not prejudice or affect, any present or future guarantee, indemnity, Security, right or remedy held by or available to the Secured Parties;
- (c) not be assumed into or be in any way prejudiced or affected by the existence of any such guarantees, indemnities, Security, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Security Agent dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable;
- (d) not be discharged or affected by any failure of, or defect in, any agreement given by or on behalf of the Assignor in respect of any Secured Liabilities nor by any legal limitation in any matter in respect of any Secured Liabilities or by any other fact or circumstances (whether known or not to the Assignors or the Security Agent) as a result of which any Secured Liabilities may be rendered illegal, void or unenforceable by the Security Agent; and
- (e) remain binding on each Assignor notwithstanding any amalgamation, reconstruction, reorganisation, merger, sale or transfer by or involving any Secured Party or of the assets of any Secured Party and for this purpose this Agreement and all rights conferred on the Security Agent under it may (subject to the terms of the Facility Agreement) be assigned or transferred by such Secured Party accordingly.

6.2 Other security

Neither the Security Agent nor any Secured Party shall be obliged to resort to any guarantees, indemnities, Security or other means of payment now or hereafter held by or available to it before enforcing this Agreement and no action taken or omitted by the Security Agent or any other Secured Party in connection with any such guarantees, indemnities, Security or other means of payment shall discharge, reduce, prejudice or affect the liability of the Assignors or the Secured Liabilities, nor shall the Security Agent or any other Secured Party be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such guarantees, indemnities, Security or other means of payment.

6.3 Settlements conditional

Any release, discharge or settlement of the Secured Liabilities shall be conditional upon no security, disposition or payment to any Secured Party by any Assignor or any other person being void, set aside, reduced or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Security Agent shall be entitled to enforce this Agreement and any other rights it would have been entitled to exercise subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

7 FURTHER ASSURANCE

7.1 Further assurance

Subject to Clause 3.2(c), the Assignor shall execute such further Security and assurances in favour of the Security Agent (for the benefit of the Secured Parties) and do and deliver all such acts and things over or in relation to all or any of the Relevant Agreements to secure the Secured Liabilities or to perfect or protect the security intended to be created by this Agreement.

8 MISCELLANEOUS

8.1 Remedies cumulative

No failure or delay on the part of the Security Agent or any other Secured Party to exercise any power, right or remedy shall operate or be construed as a waiver. Any single or any partial exercise or waiver of any power, right or remedy shall not preclude its further exercise or the exercise of any other power, right or remedy. The powers, rights and remedies provided by this Agreement are cumulative and are not exclusive of any powers, rights and remedies provided by law.

8.2 Preservation of rights

The Security Agent and/or any other Secured Party may, in its absolute discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not a party hereto or affecting or concerning any such person in respect of the Secured Liabilities or in respect of any Security or any guarantee for the Secured Liabilities, without in any such case prejudicing, affecting or impairing the security hereby constituted, or any of the rights, powers or remedies of the Security Agent and/or any Secured Party or the exercise of the same, or the Secured Liabilities or other liability of any Assignor to the Security Agent and/or any Secured Party.

8.3 Provisions severable

- (a) Each of the provisions of this Agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- (b) Where more than one person comprises the Assignors and this Agreement is unenforceable or otherwise ineffective against one or more of the persons comprising the Assignors, the rest of the persons comprising the Assignors shall not be released from their obligations under this Agreement.

8.4 Reorganisation of the Security Agent

This Agreement shall remain binding on the Assignors notwithstanding any change in the constitution of any Secured Party or its absorption in, or amalgamation with, or the acquisition of all or part of its undertaking by any other person, or any reconstruction or reorganisation of any kind. The security granted by this Agreement shall remain valid and effective in all respects in favour of any transferee of the relevant Secured Party in the same manner as if such transferee had been named in this Agreement as a party instead of, or in addition to, the relevant Secured Party.

8.5 Conflict

- (a) This Agreement shall be read together with the Facility Agreement and in the event of any conflict between any of the provisions of this Agreement and the Facility Agreement the provisions of the Facility Agreement, as applicable shall prevail.
- (b) If there is any conflict between the provisions of this Agreement and the provisions of the Debenture, the Debenture shall prevail.
- (c) If there is any conflict between the provisions of this Agreement and the provisions of the Intercreditor Agreement, the Intercreditor Agreement shall prevail.

9 NOTICES

9.1 Notices

- (a) The provisions of clause 34 (Notices) of the Facility Agreement relating to notices, requests, demands or other communications shall apply to this Agreement as if fully set out in this Agreement except that references to the Facility Agreement shall be construed as references to this Agreement.
- (b) Any notices sent to the Assignors must also be sent in copy to the Borrower.

9.2 Addresses for Notices

The address and fax number of each party (who is also a party to the Facility Agreement) for all notices under or in connection with this Agreement are those notified from time to time by that party for the purposes of the Facility Agreement to the Agent (or in the case of the Agent, by it to the other parties).

10 INTERPRETATION

10.1 Successors and assigns

The expressions "Lenders", "Secured Party", "Secured Parties", "Security Agent" and "Assignor" include, where the context admits, their respective successors and, in the case of the Security Agent such other person as may from time to time be appointed security agent for the Lenders and in the case of the Secured Parties (other than the Security Agent), their respective assignees, transferees and successors in title whether immediate or derivative and any person with whom the Security Agent may amalgamate and shall include all the Security Agent's branches from time to time.

10.2 Construction of certain terms

In this Agreement, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) reference to (or to any specified provision of) this Agreement, the Facility Agreement or any other document shall be construed as references to this Agreement or Facility Agreement, that provision or that document as in force for the time being and as amended in accordance with its terms or, as the case may be, with the agreement of the relevant parties and (where the consent of the Security Agent is, by the terms of this Agreement or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior written consent of the Security Agent;
- (c) references to a person shall be construed as including references to an individual, firm, company, body corporate, corporation, unincorporated body of persons, authority or partnership (whether or not having separate legal personality) or any combination of the foregoing;
- (d) references to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time and any order, instrument, regulation or bye-law made or issued thereunder; and
- (e) where the expression "Assignors" includes more than one person the expression shall include each and all of such persons as the context may

permit, and each such person shall be jointly and severally liable under this Agreement.

10.3 No restriction on interpretation

In construing this Agreement the interpretation of general words shall not be restricted by being preceded by words indicating a particular class of acts, matters or things or by being followed by particular examples.

11 RELEASES

Subject to Clause 6.3, after the end of the Security Period, the Security Agent shall at the request and expense of the Assignors release and, if applicable, retrocess the security created by this Agreement and shall thereupon forthwith give any notice of retrocession which may be required.

12 COUNTERPARTS AND DELIVERY

12.1 This Agreement may be executed in any number of counterparts and by each of the parties on separate counterparts;

12.2 Where executed in counterparts:

- (a) this Agreement will not take effect until each of the counterparts has been delivered;
- (b) each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered;
- (c) the date of delivery may be inserted in the testing clause in the blank provided for the delivery date and on the cover page in the blank provided for the delivery date of this Agreement.

13 LAW

13.1 Scots law

This Agreement shall be governed by and shall be construed in accordance with the law of Scotland. All of the parties hereby consent to the registration of this Agreement for preservation and execution.

13.2 Jurisdiction

Each Assignor hereby irrevocably submits to the jurisdiction of the Scottish Courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Security Agent to take proceedings against any Assignor in any other court of competent jurisdiction outside Scotland, nor shall the taking of proceedings in any

jurisdiction preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

IN WITNESS WHEREOF these presents, comprising this and the preceding 10 pages together with the Schedules 1 and 2 annexed as relative hereto, are executed in counterpart by the parties as undernoted with a delivery date of 21 October 2016:

ASSIGNORS

Signed for and on behalf of **GVO WIND NO. 1 LIMITED**

at: LONDON

on:

by

Director

Director, and

by

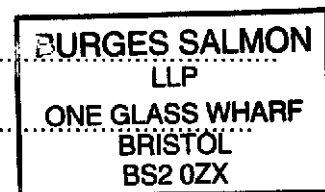
~~Director~~ /Witness

~~Director~~ /Witness

Witness address (if applicable)



AUSON LOGAN



Signed for and on behalf of **GVO WIND NO. 2 LIMITED**

at: LONDON

on:

by

Director

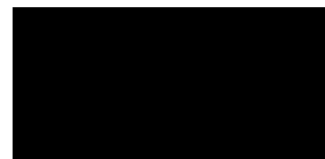
Director, and

by

~~Director/Witness~~

~~Director/Witness~~

Witness address (if applicable)



AUSON LOGAN

BURGES SALMON
LLP
ONE GLASS WHARF
BRISTOL
BS2 0ZX

Signed for and on behalf of **GVO WIND NO. 6 LIMITED**

at: LONDON

on:

by

Director

Director, and

by

~~Director/Witness~~

Director/Witness

Witness address (if applicable)

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AUSON LOGAN

BURGES SALMON
LLP
ONE GLASS WHARF
BRISTOL
BS2 0ZX

Signed for and on behalf of **GVO WIND NO. 7 LIMITED**

at: LONDON

on:

by

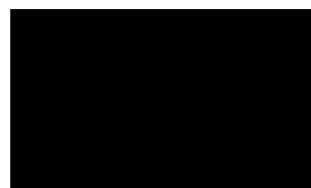
Director

Director, and

by

~~Director~~/Witness

~~Director~~/Witness



ALISON LOGAN

Witness address (if applicable)

BURGES SALMON
LLP
ONE GLASS WHARF
BRISTOL
BS2 0ZX

Signed for and on behalf of **GVO WIND NO. 9 LIMITED**

at: LONDON

on:

by

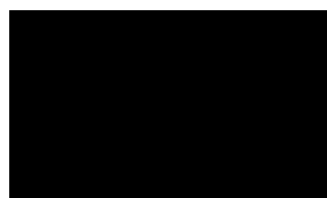
Director

Director, and

by

~~Director~~/Witness

~~Director~~/Witness



ALISON LOGAN

Witness address (if applicable)

.....

BURGES SALMON
LLP
ONE GLASS WHARF
BRISTOL
BS2 0ZX

Signed for and on behalf of **GVO WIND NO. 10 LIMITED**

at: **LONDON**

on:

by

Director

Director, and

by

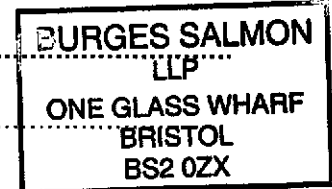
~~Director~~ / Witness

~~Director~~ / Witness



AUSON LOGAN

Witness address (if applicable)



Signed for and on behalf of **GVO WIND NO. 11 LIMITED**

at: **LONDON**

on:

by

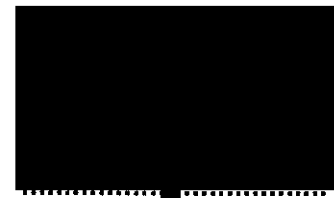
Director

Director, and

by

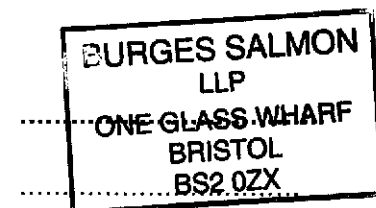
~~Director~~ / Witness

~~Director~~ / Witness



AUSON LOGAN

Witness address (if applicable)



Signed for and on behalf of **GVO WIND NO. 12 LIMITED**

at: **LONDON**

on:

by

Director

Director, and

by

~~Director~~ /Witness

~~Director~~ /Witness



ALISON LOGAN

Witness address (if applicable)

**BURGES SALMON
LLP
ONE GLASS WHARF
BRISTOL
BS2 0ZX**

Signed for and on behalf of **GVO WIND NO. 13 LIMITED**

at: **LONDON**

on:

by

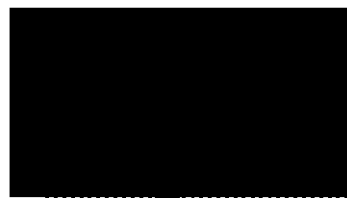
Director

Director, and

by

~~Director~~ /Witness

~~Director~~ /Witness



ALISON LOGAN

Witness address (if applicable)

**BURGES SALMON
LLP
ONE GLASS WHARF
BRISTOL
BS2 0ZX**

Signed for and on behalf of **GVO WIND NO. 23 LIMITED**

at: **LONDON**

on:

by

Director

Director, and

by

~~Director /Witness~~

Director /Witness



ALISON LOGAN

Witness address (if applicable)

**BURGES SALMON
LLP
ONE GLASS WHARF
BRISTOL
BS2 0ZX**

Signed for and on behalf of **GVO WIND NO. 29 LIMITED**

at: **LONDON**

on:

by

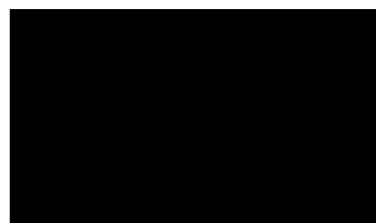
Director

Director, and

by

~~Director /Witness~~

Director /Witness



ALISON LOGAN

Witness address (if applicable)

.....

**BURGES SALMON
LLP
ONE GLASS WHARF
BRISTOL
BS2 0ZX**

Signed for and on behalf of **GVO WIND NO. 32 LIMITED**

at: **LONDON**

on:

by

Director

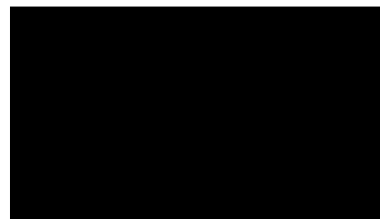
Director, and

by

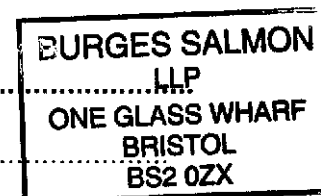
~~Director~~/Witness

~~Director~~/Witness

Witness address (if applicable)



AUSON LOGAN



Signed for and on behalf of **GVO WIND NO. 40 LIMITED**

at: **LONDON**

on:

by

Director

Director, and

by

~~Director~~/Witness

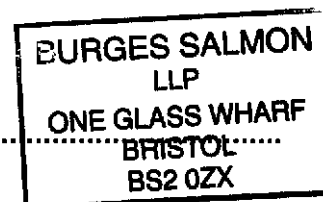
~~Director~~/Witness

Witness address (if applicable)

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AUSON LOGAN



AGENT AND SECURITY AGENT

Signed for and on behalf of **NIBC BANK N.V.**

at: **LONDON**

on:

by

Authorised signatory

Authorised Signatory, and

by

Witness

Witness

Witness address (if applicable)

**BURGES SALMON
LLP
ONE GLASS WHARF
BRISTOL
BS2 0ZX**

THIS IS THE SCHEDULE 1 REFERRED TO IN THE FOREGOING AGREEMENT BY GVO WIND NO.1 LIMITED AND OTHERS IN FAVOUR OF NIBC BANK N.V. as agent and security agent for itself and each of the other Secured Parties

Assignor	Registration Number
GVO Wind No. 1 Limited	07746876
GVO Wind No. 2 Limited	07966721
GVO Wind No. 6 Limited	08008745
GVO Wind No. 7 Limited	08993151
GVO Wind No. 9 Limited	SC407576
GVO Wind No. 10 Limited	08524457
GVO Wind No. 11 Limited	08614494
GVO Wind No. 12 Limited	SC407142
GVO Wind No. 13 Limited	08684549
GVO Wind No. 23 Limited	08963614
GVO Wind No. 29 Limited	09042773
GVO Wind No. 32 Limited	09237596
GVO Wind No. 40 Limited	09829659

THIS IS THE SCHEDULE 2 REFERRED TO IN THE FOREGOING AGREEMENT BY GVO WIND NO.1 LIMITED AND OTHERS IN FAVOUR OF NIBC BANK N.V. as agent and security agent for itself and each of the other Secured Parties

Type of Contract	Date	Parties
Connection Agreement	1 September 2016	(1) GVO Wind No. 1 Ltd (2) SP Distribution plc
Lease	6 April 2016	(1) Malcolm Haycox and Christine Sara Hyacox as Partners of and Trustees for the Firm of M & C S Haycox (2) Malcolm Haycox and Christine Sara Haycox (3) GVO Wind No. 1 Ltd
Lease	25 June 2016	(1) Mr Robert Roy McCarlie and Mrs Martha Shearer Millar or McCarlie (2) GVO Wind No. 2 Ltd
Connection Agreement	10 January 2014	(1) GVO Wind No. 2 Ltd (2) SP Distribution plc
Lease	31 August 2013	(1) William Wilson Frame and Mrs Phyllis Margaret Cowan or Frame (2) GVO Wind No. 6 Ltd
Connection Agreement	10 January 2014	(1) GVO Wind No. 6 Ltd (2) SP Distribution plc
Leases	7 September 2015	(1) David Richardson Hamilton and Mrs Isabella Hamilton (2) GVO Wind No. 7 Ltd
Connection Agreement		(1) GVO Wind No. 7 Ltd (2) SP Distribution plc
Income Share Agreement	29 July 2013	(1) GVO Wind No. 9 Ltd (2) Glentore Renewables Limited

Connection Agreement	5 September 2016	(1) GVO Wind No. 9 Ltd (2) SP Distribution plc
Lease	12 June 2013	(1) GVO Wind No. 10 Ltd (2) Mrs Anne Mary Macdonald with consent of Mr Murdo Alexander Macdonald
Connection Agreement	3 October 2016	(1) GVO Wind No. 10 Ltd (2) Scottish Hydro Electric Power Distribution plc
Lease	24 July 2013	(1) GVO Wind No. 11 Ltd (2) Hector William Munro and Others as Partners of the Firm of Hector Munro & Partners
Connection Agreement	3 October 2016	(1) GVO Wind No. 11 Ltd (2) Scottish Hydro Electric Power Distribution plc
Lease	15 January 2014	(1) GVO Wind No. 12 Ltd (2) Hugh Meikle and William Orr Meikle
Lease	2 April 2014	(1) GVO Wind No. 12 Ltd (2) Kenneth Watt and Claire Meikle
Connection Agreement	13 October 2016	(1) GVO Wind No. 12 Ltd (2) SP Distribution Ltd
Lease	15 September 2013	(1) Michael John Graeme Reid, David Alexander Graeme Reid, Rosemary Amanda Reid (2) Cruivie & Brighthouse Limited (3) GVO Wind No. 13 Ltd
Connection Agreement	13 October 2016	(1) GVO Wind No. 13 Ltd (2) SP Distribution Ltd
Lease	18 November 2014	(1) GVO Wind No. 23 Ltd (2) Robert Mcpherson Fulton Watson

Connection Agreement	23 September 2016	(1) GVO Wind No. 23 Ltd (2) SP Distribution Ltd
Lease	15 September 2014	(1) Temporis Wind Limited (2) Hector Mcaskill and Marjorie Fiona Cameron or Mcaskill
Minute of Variation of Lease	3 December 2014	(1) GVO Wind No. 29 Ltd (2) Hector Mcaskill and Marjorie Fiona Cameron or Mcaskill
Assignment of Lease	28 November 2014	(1) Temporis Wind Limited (2) GVO Wind No. 29 Limited
Connection Agreement	5 February 2015	(1) GVO Wind No. 29 Ltd (2) SP Distribution Ltd
Lease	20 April 2015	(1) GVO Wind No. 32 Ltd (2) John Cousar and Lorraine Yvonne Cousar
Connection Agreement	30 July 2015	(1) GVO Wind No. 32 Ltd (2) Scottish Hydro Electric Power Distribution plc
Connection Agreement	3 October 2016	(1) GVO Wind No. 40 Ltd (2) Scottish Hydro Electric Power Distribution plc