



**Registration of a Charge**

Company name: **GVO WIND F-1 LIMITED**

Company number: **08816937**

Received for Electronic Filing: **24/10/2016**



X5I9ZZIG

---

**Details of Charge**

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

Charge code: **0881 6937 0002**

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

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**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 (AL11)**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8816937

Charge code: 0881 6937 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st October 2016 and created by GVO WIND F-1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th October 2016 .

Given at Companies House, Cardiff on 25th 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

Dated

21 October.

2016

## DEBENTURE

THE OBLIGORS LISTED IN SCHEDULE 1 (the **Obligors**) (1)

NIBC BANK N.V. (the **Security Agent**) (2)

**CONTENTS**

<b>Clause</b>	<b>Heading</b>	<b>Page</b>
1	DEFINITIONS AND INTERPRETATION .....	1
2	COVENANT TO PAY .....	7
3	GRANT OF SECURITY .....	7
4	LIABILITY OF THE OBLIGOR AND SECURITY AGENT'S PROTECTIONS.....	12
5	INFORMATION UNDERTAKINGS .....	14
6	GENERAL UNDERTAKINGS .....	14
7	PROPERTY UNDERTAKINGS .....	18
8	SECURITIES UNDERTAKINGS .....	18
9	POWERS OF THE SECURITY AGENT .....	21
10	WHEN SECURITY BECOMES ENFORCEABLE .....	23
12	ENFORCEMENT OF SECURITY .....	23
13	RECEIVER .....	27
14	POWERS OF RECEIVER .....	28
15	DELEGATION .....	31
16	APPLICATION OF PROCEEDS .....	32
17	INDEMNITY .....	32
18	FURTHER ASSURANCE .....	33
19	POWER OF ATTORNEY .....	34
20	FURTHER PROVISIONS .....	34
21	SECURITY AGENT .....	35
22	ASSIGNMENT AND TRANSFER .....	37
23	MISCELLANEOUS .....	38

---

<b>24</b>	<b>COUNTERPARTS .....</b>	<b>38</b>
<b>25</b>	<b>GOVERNING LAW .....</b>	<b>38</b>
<b>26</b>	<b>JURISDICTION .....</b>	<b>38</b>
	SCHEDULE 1 - The Obligors .....	39
	SCHEDULE 2 - The Properties .....	42
	SCHEDULE 3 - Relevant Agreements and Land Leases .....	44
	SCHEDULE 4 - Securities .....	74
	SCHEDULE 5 - Accounts .....	77
	SCHEDULE 6 - Notice and acknowledgement – Relevant Agreement .....	80
	SCHEDULE 7 - Notice and acknowledgment - Insurance Policy .....	86
	SCHEDULE 8 - Notice and acknowledgement – bank account.....	92
	SCHEDULE 9 - Notice and acknowledgement –Land Leases .....	98

THIS DEED is dated

21 October

2016 and made

**BETWEEN:**

- (1) **THE OBLIGORS** listed in Schedule 1 (each an "**Obligor**" and together, the "**Obligors**"); and
- (2) **NIBC BANK N.V.** acting through its office located at 11<sup>th</sup> Floor, 125 Old Broad Street, London EC2N 1AR (the "**Security Agent**") as agent and trustee for itself and each of the other Secured Parties (as defined below).

**BACKGROUND**

- (A) Under this Deed, each Obligor provides security to the Security Agent (for the benefit of the Secured Parties) for all its present and future obligations and liabilities to the Original Lenders.

**IT IS AGREED** as follows:

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

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

"**Accounts**" means all bank accounts (including, the accounts referred to in Schedule 5 (*Secured Accounts*)) opened or maintained by an Obligor with any financial institution, including all credit balances and the debts represented by those credit balances from time to time on such accounts and all other rights and benefits accruing or arising in connection with such accounts (including accrued but unpaid interest) (and "**Account**" means any of them).

"**Administrator**" means an administrator appointed to manage the affairs, business and property of an Obligor pursuant to Clause 9.6 (*Appointment of an Administrator*).

"**Book Debts**" means all present and future book and other debts, and monetary claims due or owing to each Obligor, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by any Obligor in relation to any of them.

"**Charged Assets**" means all the assets, property and undertaking of each Obligor for the time being subject to the Security created by, or pursuant to, this Deed (and references to the Charged Assets shall include references to any part of them).

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

**"Delegate"** has the meaning given to it in the Facility Agreement.

**"Designated Account"** means (i) those accounts listed in Schedule 5 (*Secured Accounts*) to this Deed, and (ii) any other Account of an Obligor identified in writing to the Obligors by the Security Agent as a designated Account for the purposes of this Deed.

**"Designated Insurance Policy"** means the insurance policy with CNA Hardy (trading name of CNA Insurance Company Ltd and RSA Insurance PLC) having policy no. ME1612549 and the insurance policy with AS AMLIN having policy no. ME1612555 and such other insurance policy designated as such by the Parties from time to time.

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

**"Equipment"** means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by each Obligor, including any part of it and all spare parts, replacements, modifications and additions.

**"Event of Default"** has the meaning given to that expression in the Facility Agreement.

**"Excluded Property"** means each leasehold property held by any Obligor under a lease that either precludes absolutely, or requires consent of a third party to, the creation of Security over the relevant Obligor's leasehold interest in that property.

**"Facility Agreement"** means the facility agreement dated on or about the date hereof between (among others) the Borrower, the Mandated Lead Arrangers, the Agent and the Security Agent for the provision of the loan facility.

**"Finance Documents"** has the meaning given to it in the Facility Agreement.

**"Financial Collateral"** means shall have the meaning given to that expression in the Financial Collateral Regulations.

**"Financial Collateral Regulations"** means the Financial Collateral Arrangements (No 2) Regulations 2003 (*SI 2003/3226*).

**"Insurance Policy"** means each policy of insurance (including the Designated Insurance Policy) effected or maintained by each Obligor from time to time in respect of its assets or business (including, without limitation, any contract or policy of insurance relating to the Properties or the Equipment).



**"Intellectual Property"** means each Obligor's present and future patents, trademarks, copyrights, rights in designs, topography rights and database rights, and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these (whether or not any of these is registered and including applications for registration of any such thing) the benefit of all applications and rights to use such assets.

**"Land Lease"** means a lease granted to an Obligor for the purposes of conferring a leasehold title in respect of a Site, as more particularly described in Schedule 3Part B (*Land Leases*)

**"LPA 1925"** means the Law of Property Act 1925.

**"Party"** means a party to this Deed.

**"Properties"** means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by each Obligor, or in which any Obligor holds an interest and **"Property"** means any of them.

**"Receiver"** means a receiver, receiver and manager or administrative receiver of any or all of the Charged Assets appointed by the Security Agent under Clause 13 (*Receiver*).

**"Relevant Agreement"** means each agreement specified in Schedule 3Part A (*Relevant Agreement*).

**"Rights"** means any Security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise.

**"Secured Liabilities"** means each and every present and future obligation and liability of any Obligor (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 Obligor at any time to the Secured Parties under the Finance Documents.

**"Secured Parties"** means each Finance Party from time to time party to the Facility Agreement and any Receiver or Delegate (and **"Secured Party"** means any of them).

**"Securities"** means:

- (a) the shares in the Obligors specified in Schedule 4 (*Securities*);

- (b) any further shares in the Obligors specified in Schedule 4 (*Securities*) substituted or added from time to time pursuant to the provisions of this Deed;
- (c) any additional shares in the issued share capital of the Obligors listed in Schedule 4 (*Securities*) in the future owned by the Borrower, GVO Wind F-1 Limited or any other Obligor; and
- (d) any rights of a capital nature accruing at any time in relation to any of the Securities referred to in paragraphs (a) to (c) above by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise; and
- (e) any dividend, interest or other distribution paid or payable in respect of the Securities.

**"Security Financial Collateral Arrangement"** shall have the meaning given to that expression in the Financial Collateral Regulations.

**"Security"** has the meaning given to that expression in the Facility Agreement.

**"Security Period"** means the period starting on the date of this Deed and ending on the date on which (i) the Security created pursuant to this Deed has been released in accordance with Clause 12 (*Release*) of this Deed, or (ii) all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are outstanding.

**"VAT"** has the meaning given to that expression in the Facility Agreement.

## 1.2 Construction

The provisions of Clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed as if they were set out in full in this Deed, except that each reference in that Clause to the Facility Agreement shall be read as a reference to this Deed and, in addition, an Enforcement Event is "continuing" if it has not been remedied or expressly waived in writing by the Security Agent.

Where a reference is made in this Deed to Security under this Deed becoming enforceable, such references shall be interpreted in accordance with Clause 10.1 (*Security becomes enforceable on Enforcement Event*).

## 1.3 Clawback

If the Security Agent reasonably considers that an amount paid by any Obligor to it in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on

the liquidation or administration of any Obligor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

#### **1.4 Nature of security over real property**

A reference in this Deed to a charge or mortgage of or over any Property includes:

- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of that Property at any time;
- (b) the proceeds of the sale of any part of that Property and any other monies paid or payable in respect of or in connection with that Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of an Obligor in respect of that Property, and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of that Property.

#### **1.5 Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Facility Agreement and of any side letters between any parties in relation to the Facility Agreement are incorporated into this Deed.

#### **1.6 Schedules**

Each of the schedules to this Deed (the "**Schedules**") form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.

#### **1.7 Effect as a Deed**

This Deed is intended to take effect as a Deed notwithstanding that the Security Agent may have executed it under hand only.

#### **1.8 Third party rights**

- (a) Unless expressly provided to the contrary in this Deed a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of this Deed the consent of any other person who is not a Party is not required to rescind or vary this Deed at any time.

### 1.9 Joint and several obligors

Where two or more persons purport to create Security over a Charged Asset under this Deed then:

- (a) they (or such of them as have the joint interest in the relevant Charged Asset) shall be deemed to have jointly mortgaged, charged and/or assigned, as appropriate, their joint interest in the relevant Charged Asset;
- (b) each person shall be deemed to have mortgaged, charged and/or assigned, as appropriate, its individual interest (if any) in the relevant Charged Asset; and
- (c) each person shall be deemed to have confirmed the Security granted by the others.

### 1.10 Obligors' Agent

- (a) Each Obligor (other than the Borrower) by its execution of this Deed irrevocably appoints the Borrower to act on its behalf as its agent in relation to this Deed and irrevocably authorises:
  - (i) the Borrower on its behalf to supply all information concerning itself contemplated by this Deed to the Finance Parties and to give all notices and instructions, to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by any Obligor notwithstanding that they may affect the relevant Obligor, without further reference to or the consent of that Obligor; and
  - (ii) each Finance Party to give any notice, demand or other communication to that Obligor pursuant to this Deed to the Borrower,

and in each case the Obligor shall be bound as though the Obligor itself had given the notices and instructions or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication (the Borrower, when acting in such capacity, being, the "**Obligors Agent**").

- (b) Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Obligors' Agent or given to the Obligors' Agent under this Deed on behalf of another Obligor or in connection with this Deed (whether or not known to any other Obligor) shall be binding for all purposes on that Obligor as if that Obligor had expressly made, given or concurred with it. In the event of any conflict

between any notices or other communications of the Obligors' Agent and any other Obligor, those of the Obligors' Agent shall prevail.

## **2 COVENANT TO PAY**

### **2.1 Covenant to pay**

Each Obligor 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.

### **2.2 Interest**

If any Obligor fails to pay any sum on the due date for payment of that sum, the Obligors shall pay interest at the Default Rate on such unpaid sum (whether before or after any judgment) from the date on which the sum fell due until the date of payment calculated on a daily basis at the rate determined in accordance with the terms of Clause 10.3 (*Default interest*) of the Facility Agreement.

## **3 GRANT OF SECURITY**

### **3.1 Legal mortgage**

As a continuing security for the payment and discharge of the Secured Liabilities, each Obligor with full title guarantee charges to the Security Agent (for the benefit of and as trustee for itself and each of the other Secured Parties), by way of first legal mortgage, each Property specified in Schedule 2 (*The Properties*).

### **3.2 Fixed charges**

As a continuing security for the payment and discharge of the Secured Liabilities, each Obligor with full title guarantee charges to the Security Agent (for the benefit of and as trustee for itself and each of the other Secured Parties) by way of first fixed charge (subject to any Permitted Security existing on the date of creation of such charge):

- (a) all Properties in England and Wales acquired by that Obligor in the future;
- (b) all present and future interests of that Obligor not effectively mortgaged or charged under Clause 3.1 (*Legal mortgage*) in, or over, freehold or leasehold property;
- (c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;

- (d) all licences, consents and authorisations (statutory or otherwise) held by it in connection with that Obligor's business or the use of any Charged Asset, and all rights in connection with them;
- (e) all its present and future goodwill to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- (f) rights in relation to all its uncalled capital to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- (g) all the Equipment;
- (h) all the Intellectual Property;
- (i) all the Book Debts to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- (j) all the Securities;
- (k) all Accounts (including each Designated Account), to the extent not effectively assigned under Clause (k) (*Assignment*);
- (l) all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy, to the extent not effectively assigned under Clause 3.2(k) (*Assignment*);
- (m) all its rights in respect of each Land Lease; and
- (n) all its rights in respect of each Relevant Agreement and all other agreements, instruments and rights relating to the Charged Assets, to the extent not effectively assigned under Clause 3.2(k) (*Assignment*).

### **3.3 Assignment**

- (a) As a continuing security for the payment and discharge of the Secured Liabilities, each Obligor with full title guarantee assigns to the Security Agent (for the benefit of and as trustee for itself and each of the other Secured Parties) absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities (subject to any Permitted Security existing on date of assignment);
  - (i) all its present and future goodwill;
  - (ii) all its uncalled capital;
  - (iii) all its Book Debts;

- (iv) all Accounts (including each Designated Account);
  - (v) all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy; and
  - (vi) the benefit of each Relevant Agreement, and the benefit of all other agreements, instruments and rights relating to the Charged Assets.
- (b) To the extent that any such right, title and interest as is referred to in paragraph (a) above is not assignable or capable of assignment, the assignment of it purported to be effected by such paragraph shall operate as an assignment of any and all compensation, damages, income, profit or rent which that Obligor may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities.
- (c) In respect of each assigned Insurance Policy and Relevant Agreement, neither the Security Agent nor the Secured Party shall have responsibility for the performance of the obligations of any Obligor thereunder and each Obligor shall continue to observe and perform its obligations under each Insurance Policy and Relevant Agreement.

### **3.4 Floating charge**

- (a) As a continuing security for the payment and discharge of the Secured Liabilities, each Obligor with full title guarantee (subject to any Permitted Security existing on date of assignment) charges to the Security Agent, (for the benefit of and as trustee for itself and each of the other Secured Parties), by way of first floating charge, all the undertaking, property, assets and rights of that Obligor at any time not effectively mortgaged, charged or assigned pursuant to Clause 3.1 (*Legal Mortgage*) to Clause 3.2(k) (*Assignment*) inclusive, including, without limitation, any property, assets and rights of that Obligor located in Scotland or otherwise governed by Scottish Law.

### **3.5 Qualifying floating charge**

- (a) The floating charge created by each Obligor pursuant to Clause 3.4 (*Floating Charge*) is a qualifying floating charge for the purposes of paragraph 14.2(a) of Schedule B1 of the Insolvency Act 1986.
- (b) Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to this Deed and the Security Agent may appoint an Administrator of any Obligor pursuant to that paragraph.

### 3.6 Moratorium under 1986 Act

Notwithstanding anything else contained in this Deed:

- (a) the floating charge created by this Deed may not be converted into a fixed charge solely by reason of:
  - (i) the obtaining of a moratorium in respect of the Obligor pursuant to Section 1A to the Insolvency Act 1986; or
  - (ii) anything done with a view to obtaining such a moratorium; and
- (b) the Security Agent is not entitled to appoint a receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) in respect of the Obligor pursuant to Section 1A of Schedule A1 to the Insolvency Act 1986 except with the leave of the court.

### 3.7 Trust

- (a) Subject to Clause 3.7(b), if or to the extent that the assignment or charging of any Charged Assets is prohibited or requires a consent or waiver from the relevant counterparty, the Obligor shall hold it on trust for the Security Agent (for the benefit of and as trustee for itself and each of the other Secured Parties).
- (b) If the assignment or charging of any Charged Asset requires:
  - (i) a consent or waiver to be obtained; and/or
  - (ii) a condition to be satisfiedthen:
  - (A) subject to part (c) of Clause 3.7(c), the Obligor shall apply for the consent or waiver; and
  - (B) the Obligor shall use commercially reasonable endeavours to satisfy the conditionin each case within 10 Business Days of the date of this Deed or, if the Charged Asset is acquired after that date of this Deed, within 10 Business Days of the date of the acquisition.
- (c) Where the consent or waiver is not to be unreasonably withheld, the Obligor shall:



- (i) use commercially reasonable endeavours to obtain it as soon as possible; and
  - (ii) keep the Security Agent informed of the progress of the negotiations to obtain it.
- (d) On the waiver or consent being obtained, or the condition being satisfied, the Charged Assets shall be mortgaged, charged or assigned (as appropriate) under this Clause 3.7 and, in relation to such Charged Assets, the trust referred to in Clause 3.7(a) shall immediately terminate.

### **3.8 Automatic crystallisation of floating charge**

The floating charge created by Clause 3.4 (*Floating charge*) shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:

- (a) the relevant Obligor:
  - (i) creates, or attempts to create, without the prior written consent of the Security Agent, a Security (other than Permitted Security) in favour of another person over all or any part of the Charged Assets; or
  - (ii) disposes, or attempts to dispose of, without the prior written consent of the Security Agent, all or any part of the Charged Assets (other than Charged Assets that are only subject to the floating charge while it remains uncrystallised),

in each case, except where expressly permitted by the terms of this Deed or the Facility Agreement;

- (b) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Assets; or
- (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the relevant Obligor.

### **3.9 Crystallisation of floating charge by notice**

The Security Agent may, at any time and by written notice to the relevant Obligor (with a copy to the Borrower), convert the floating charge created under this Deed into a fixed charge as regards any part of the Charged Assets specified by the Security Agent in that notice if:

- (a) an Enforcement Event has occurred or is continuing; or

- (b) the Security Agent reasonably considers that any of the Secured Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
- (c) the Security Agent reasonably considers that it is desirable in order to protect the priority of the Security.

### **3.10 Assets acquired after any floating charge has crystallised**

Any asset acquired by an Obligor after any crystallisation of the floating charge created under this Deed that, but for that crystallisation, would be subject to a floating charge under this Deed, shall (unless the Security Agent confirms otherwise to that Obligor in writing with a copy to the Borrower) be charged to the Security Agent by way of first fixed charge.

## **4 LIABILITY OF THE OBLIGOR AND SECURITY AGENT'S PROTECTIONS**

### **4.1 Liability not discharged**

Each Obligor's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any intermediate payment, settlement of account or discharge in whole or in part of the Secured Liabilities;
- (b) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which a Secured Party may now or after the date of this deed have from or against any Obligor or any other person in connection with the Secured Liabilities;
- (c) any act or omission by a Secured Party or any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against any Obligor or any other person;
- (d) any termination, amendment, variation, novation or supplement of or to any of the Secured Liabilities;
- (e) any grant of time, indulgence, waiver or concession to any Obligor or any other person;
- (f) any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of any Obligor or any other person;

- (g) any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security held from, any Obligor or any other person in connection with the Secured Liabilities;
- (h) any claim or enforcement of payment from any Obligor or any other person; or
- (i) any other act or omission which would not have discharged or affected the liability of any Obligor had it been a principal debtor or by anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge any Obligor or otherwise reduce or extinguish its liability under this deed.

#### **4.2 Immediate recourse**

Each Obligor waives any right it may have to require a Secured Party:

- (a) to take any action or obtain judgment in any court against any other Obligor or any other person;
- (b) to make or file any claim in a bankruptcy, liquidation, administration or insolvency of any other Obligor or any other person; or
- (c) to make demand, enforce or seek to enforce any claim, right or remedy against any other Obligor or any other person

before taking steps to enforce any of its rights or remedies under this deed.

#### **4.3 Non-competition**

Each Obligor warrants to the Security Agent that it has not taken or received and until such time as the Secured Liabilities have been discharged in full or have been released in accordance with this Deed, shall not take, exercise or receive the benefit of any Rights from or against any other Obligor, its liquidator, an administrator, co-guarantor or any other person in connection with any liability of, or payment by, any Obligor under this Deed but:

- (a) if any of the Rights is taken, exercised or received by an Obligor, those Rights and all monies at any time received or held in respect of those Rights shall be held by that Obligor on trust for the Security Agent for application in or towards the discharge of the Secured Liabilities under this Deed; and
- (b) on demand by the Security Agent, that Obligor shall promptly transfer, assign or pay to the Security Agent all Rights and all monies from time to time held on trust by that Obligor under this Clause 4.3.

## **5 INFORMATION UNDERTAKINGS**

Each Obligor makes the undertakings set out in this Clause 5 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.

### **5.1 Information**

Each Obligor shall:

- (a) give the Security Agent such information in its possession (or which it is entitled to possess), concerning the location, condition, use and operation of the Charged Assets as the Security Agent may reasonably require in connection with its assessment of the Obligor's compliance with the terms of this Deed;
- (b) permit any persons designated by the Security Agent and any Receiver to enter on its premises and inspect and examine any Charged Asset, and the records relating to that Charged Asset, at all reasonable times and on reasonable prior notice; and
- (c) promptly notify the Security Agent in writing of any litigation, arbitration or administrative proceedings commenced, pending or threatened against it which relate to all or any part of a Charged Asset.

### **5.2 Notification of breaches**

Each Obligor shall, promptly on becoming aware of any of the same, notify the Security Agent in writing of any breach by it of any covenant or undertaking set out in this Deed.

### **5.3 Property Information**

Each Obligor shall inform the Security Agent promptly of any acquisition by that Obligor or contract made by that Obligor to acquire of any freehold, leasehold or other interest in any Property.

## **6 GENERAL UNDERTAKINGS**

In addition to the undertakings contained in clause 24 (*General undertakings*) of the Facility Agreement, each Obligor makes the undertakings set out in this Clause 6 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.

**6.1 Negative pledge**

Each Obligor shall not at any time, except with the prior written consent of the Security Agent create, purport to create or permit to subsist any Security on any Charged Asset other than Permitted Security or any Security created by this Deed.

**6.2 Obligor's waiver of set-off**

Each Obligor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by it under this Deed).

**6.3 Enforcement of rights**

(a) No Obligor shall:

- (i) release any counterparty from its obligations under a Relevant Agreement, Land Lease or Insurance Policy except where required or expressly permitted under the Finance Documents or which otherwise terminate due to lapse of time; or
- (ii) waive any breach by any counterparty or consent to such act or omission which would otherwise constitute a breach under any Relevant Agreement or Insurance Policy.

(b) Each Obligor shall, subject to Clause 10.2 (*Discretion*), duly perform its obligations and diligently pursue its rights under each of the Relevant Agreements, Land Leases or Insurance Policies, provided that the exercise of such rights is not inconsistent with the terms of this Deed or any Finance Document.

**6.4 Payment of outgoings**

Each Obligor shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings payable by it in respect of the Charged Assets and, as soon as practicable following demand, produce evidence of payment to the Security Agent.

**6.5 Title documents**

Each Obligor shall, as so required by the Security Agent, deposit with the Security Agent and the Security Agent shall, for the duration of this Deed be entitled to hold or receive:

- (a) all deeds and documents of title relating to the Charged Assets that are in the possession or control of the Obligor (and if these are not within the possession

or control of the Obligor, it undertakes to obtain possession of all these deeds and documents of title, to hold to the order of the Security Agent);

- (b) all Insurance Policies and any other insurance policies relating to any of the Charged Assets that that Obligor is entitled to possess;
- (c) all deeds and documents of title (if any) relating to the Book Debts as the Security Agent may specify from time to time; and
- (d) copies of all the Relevant Agreements and Land Leases.

## 6.6 Notices to be given by the Obligors

### (a) Insurance Policies

- (i) Each Obligor shall give notice in the form set out in Part A (*Form of Notice – Insurance Policy*) of Schedule 7 to the insurer under the Designated Insurance Policy that it has assigned to the Security Agent all its right, title and interest in the Designated Insurance Policy.
- (ii) Each Obligor shall give the notices referred to in Clause (i) above:
  - (A) in the case of each Designated Insurance Policy subsisting at the date of this Deed, within five Business Days of the date of this Deed;
  - (B) in the case of each Designated Insurance Policy coming into existence after the date of this Deed, within five Business Days of that Designated Insurance Policy being put on risk; and
  - (C) the relevant Obligor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in Part B (*Form of Acknowledgement – Insurance Policy*) of Schedule 7

### (b) Accounts

- (i) Each Obligor shall give notice in the form set out in Part A (*Form of Notice – Bank Account*) of Schedule 8 to each bank, financial institution or other person (other than the Security Agent or a Lender) at which an account is held by it (including each Designated Account) that it has assigned to the Security Agent all its right, title and interest under and in respect of that account.
- (ii) Each Obligor shall give the notices referred to in Clause (i) above:

- (A) in the case of each account held by it within five Business Days of the date of this Deed, on the date of this Deed;
- (B) in the case of each account opened by it after the date of this Deed, within five Business Days of that account being opened; and
- (C) the relevant Obligor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in Part B (*Form of Acknowledgement – Bank Account*) of Schedule 8.

(c) Relevant Agreements

- (i) Each Obligor shall within five Business Days of the date of this Deed and as so requested by the Security Agent from time to time give notice to each counterparty to a Relevant Agreement in the form set out in Part A (*Form of Notice – Agreement*) of Schedule 6 except where the counterparty has entered into a Direct Agreement; and
- (ii) Each Obligor shall use reasonable endeavours to procure that each counterparty provides to the Security Agent an acknowledgement of that notice in substantially the form set out in Part B (*Form of Acknowledgement – Agreement*) of Schedule 6.

(d) Land Leases

- (i) Each Obligor shall within five Business Days of the date of this Deed and as so requested by the Security Agent from time to time give notice to the Landlord of each Land Lease in the form set out in Schedule 9.
- (ii) Each Obligor shall use reasonable endeavours to procure that each Landlord provides to the Security Agent an acknowledgement of that notice in substantially the form set out in Schedule 9.

(e) Book Debts, other debts and agreements

- (i) Where there is an Enforcement Event which is continuing, within five Business Days of request by the Security Agent, each Obligor shall give notice in the form specified in Part A of (*Form of Notice – Agreement*) of Schedule 6 to the counterparties in respect of the Charged Assets charged by way of absolute assignment pursuant to Clause 3.2(k) (*Assignment*) which have not already been given notice pursuant to paragraph (a), (b) and (c) of this Clause 6.6.

- (ii) Each Obligor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in Part B (*Form of Acknowledgement – Agreement*) of Schedule 6.

## **7 PROPERTY UNDERTAKINGS**

Each Obligor makes the undertakings set out in this Clause 7 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.

### **7.1 Maintenance**

Each Obligor shall keep, except as permitted in accordance with the terms of the Facility Agreement, all buildings and all fixtures on each Property which are necessary for the use and operation of the relevant Wind Farm in good and substantial repair and condition.

### **7.2 Preservation of Property, fixtures and Equipment**

Each Obligor shall not, except as permitted in accordance with the terms of the Facility Agreement or as otherwise consented to by the Security Agent in writing remove or make any material alterations to any of the Equipment belonging to, or in use by, the Obligor on any Property which would already affect the use and operation of the relevant Wind Farm (except to effect necessary repairs or replace them with new or improved models or substitutes).

### **7.3 Registration of legal mortgages at the Land Registry**

Each Obligor consents to an application being made by or on behalf of the Security Agent to the Land Registrar for the following restriction in Form P to be registered against its title to each Property:

*"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE] in favour of [NAME OF PARTY] referred to in the charges register or their conveyancer."*

## **8 SECURITIES UNDERTAKINGS**

Each Obligor (where applicable as owner of any Securities) makes the undertakings set out in this Clause 8 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.



## **8.1 Deposit of title documents**

- (a) Each Obligor on:
  - (i) the execution of this Deed, shall deliver to the Security Agent, or as the Security Agent may direct, all stock or share certificates and other documents of title or evidence of ownership relating to any Securities owned by the that Obligor at that time; and
  - (ii) within five Business Day of the purchase or acquisition by it of Securities after the date of this Deed, deposit with the Security Agent, or as the Security Agent may direct, all stock or share certificates and other documents of title or evidence of ownership relating to those Securities.
- (b) At the same time as depositing documents with the Security Agent, or as the Security Agent may direct, in accordance with Clause 8.1(a), each Obligor shall also deposit with the Security Agent:
  - (i) all stock transfer forms relating to the relevant Securities duly completed and executed by or on behalf of the Obligor (as applicable), but with the name of the transferee, the consideration and the date left blank; and
  - (ii) any other documents (in each case duly completed and executed by or on behalf of that Obligor (as applicable)) that the Security Agent may reasonably request to enable it or any of its nominees, or any purchaser or transferee, to be registered as the owner of, or otherwise obtain a legal title to, or to perfect its security interest in any of the relevant Securities

so that the Security Agent may, at any time and without notice to the Obligor, complete and present those stock transfer forms and other documents to the issuer of the Securities for registration.

## **8.2 Dividends and voting rights before enforcement**

- (a) Subject to the terms of the Facility Agreement, the security constituted by this Deed becomes enforceable, each Obligor may retain and apply for its own use all dividends, interest and other monies paid or payable in respect of the Securities and, if any are paid or payable to the Security Agent or any of its nominees, the Security Agent will hold all those dividends, interest and other monies received by it for that Obligor and will pay them to that Obligor promptly on request.

- (b) Before the security constituted by this Deed becomes enforceable, the Obligor may exercise all voting and other rights and powers in respect of the Securities or, if any of the same are exercisable by the Security Agent or any of its nominees, to direct in writing the exercise of those voting and other rights and powers provided that:
  - (i) it shall not do so in any way that would breach any provision of the Facility Agreement or this Deed;
  - (ii) the exercise of those voting rights or other rights and powers would not, have an adverse effect on the effectiveness of the Security created under this Deed.
- (c) The Security Agent shall not, by exercising or not exercising any voting rights or otherwise, be construed as permitting or agreeing to any variation or other change in the rights attaching to or conferred by any of the Securities that the Security Agent considers prejudicial to, or impairing the value of, the security created by this Deed.

### **8.3 Dividends and voting rights after enforcement**

After the security constituted by this Deed has become enforceable:

- (a) all dividends and other distributions paid in respect of the Securities and received by any Obligor shall be held by that Obligor on trust for the Security Agent and paid in accordance with the instructions of the Security Agent (subject to such instructions being in compliance with the Facility Agreement); and
- (b) all voting and other rights and powers attaching to the Securities shall be exercised by, or at the direction of, the Security Agent and that Obligor shall, and shall procure that its nominees shall, comply with any directions the Security Agent may give, in its absolute discretion, concerning the exercise of those rights and powers.

### **8.4 Persons with significant control**

- (a) Each Obligor shall respond promptly (and in any event within the time required by law) to any request for information or notice served on it by a company listed in Schedule 4 (*Securities*) under or pursuant to Part 21A of the Companies Act 2006.

- (b) Each Obligor shall promptly upon receipt provide to the Security Agent a copy of any warning notice or restriction notice served on it in respect of any Securities under Part 21A of the Companies Act 2006.

## **9 POWERS OF THE SECURITY AGENT**

### **9.1 Power to remedy**

- (a) The Security Agent shall be entitled (but shall not be obliged) to remedy, at any time, a breach by any Obligor of any of its obligations contained in this Deed.
- (b) Each Obligor irrevocably authorises the Security Agent and its agents to do all things that are (acting reasonably) necessary or desirable for that purpose.
- (c) Any monies properly expended by the Security Agent in remedying a breach by any Obligor of its obligations contained in this Deed shall be reimbursed by the Obligors to the Security Agent on a full indemnity basis and shall carry interest in accordance with Clause 2.2 (*Interest*).
- (d) Subject to the provisions of the relevant Land Lease, in remedying any breach in accordance with this Clause 9.1, the Security Agent, its agents and their respective officers, agents and employees shall be entitled to enter onto any Property and to take any action as the Security Agent may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development.

### **9.2 Exercise of rights**

- (a) The rights of the Security Agent under Clause 9.1 (*Power to remedy*) are without prejudice to any other rights of the Security Agent under this Deed.
- (b) The exercise of any rights of the Security Agent under this Deed shall not make the Security Agent liable to account as a mortgagee in possession.

### **9.3 Security Agent has Receiver's powers**

To the extent permitted by law, any right, power or discretion conferred by this Deed on a Receiver may, after the security constituted by this Deed has become enforceable, be exercised by the Security Agent in relation to any of the Charged Assets whether or not it has taken possession of any Charged Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

### **9.4 New accounts**

- (a) If the Security Agent receives, or is deemed to have received, notice of any subsequent Security, or other such encumbrance, affecting all or part of the

Charged Assets of an Obligor which is in breach of this Deed and the Facility Agreement, the Security Agent may open a new account for the relevant Obligor in the Security Agent's books. Without prejudice to the Security Agent's right to combine accounts, no money paid to the credit of an Obligor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.

- (b) If the Security Agent does not open a new account immediately on receipt of the notice, or deemed notice, under Clause 9.4(a), then, unless the Security Agent gives express written notice to the contrary to the relevant Obligor, all payments made by the Obligor to the Security Agent shall be treated as having been credited to a new account of the Obligor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Security Agent.

#### **9.5 Indulgence**

The Security Agent may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a Party (whether or not any such person is jointly liable with an Obligor) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this Deed or to the liability of each Obligor for the Secured Liabilities.

#### **9.6 Appointment of an Administrator**

- (a) The Security Agent may, without notice to the Obligors, appoint any one or more persons to be an Administrator of an Obligor pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this Deed becomes enforceable.
- (b) Any appointment under this Clause 9.6 (*Appointment of Administrator*) shall:
  - (i) be in writing signed by a duly authorised signatory of the Security Agent; and
  - (ii) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.
- (c) The Security Agent may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this Clause 9.6 (*Appointment of Administrator*) appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

## **10 WHEN SECURITY BECOMES ENFORCEABLE**

### **10.1 Security becomes enforceable on Enforcement Event**

The security constituted by this Deed shall become immediately enforceable if an Enforcement Event occurs and is continuing.

### **10.2 Discretion**

After the security constituted by this Deed has become enforceable, the Security Agent may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Charged Assets.

## **11 RELEASE**

If the Security Agent is satisfied that:

- (a) all Secured Liabilities have been unconditionally and irrevocably paid or discharged in full; or
- (b) security or a guarantee for the Secured Liabilities, in either case, acceptable to the Security Agent, has been provided in substitution for this Deed; or
- (c) an Obligor is unconditionally entitled pursuant to any provision of the Facility Agreement to have any Charged Asset released from the Security,

then, the Security Agent shall, at the request and cost of the relevant Obligor(s), take all necessary action to release the Charged Assets (or, in the case of (c) above, the relevant Charged Assets), from the Security.

## **12 ENFORCEMENT OF SECURITY**

### **12.1 Enforcement powers**

- (a) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall, as between the Security Agent and a purchaser from the Security Agent, arise on and be exercisable at any time after the execution of this Deed, but the Security Agent shall not exercise such power of sale or other powers until the security constituted by this Deed has become enforceable under Clause 10.1 (*Security becomes enforceable on Enforcement Event*).
- (b) Section 103 of the LPA 1925 does not apply to the security constituted by this Deed.

- (c) The Security Agent may do anything a Receiver has power to do under this Deed.

## **12.2 Extension of statutory powers of leasing**

The statutory powers of leasing and accepting surrenders conferred on mortgagees by section 99 and 100 of the LPA 1925 are extended so as to authorise the Security Agent and any Receiver, at any time after the security constituted by this Deed has become enforceable, whether in its own name or in that of any Obligor, to:

- (a) grant an lease or agreement to lease;
- (b) accept surrenders of leases; or
- (c) grant any option of the whole or any part of the Charged Assets with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of any Obligor, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Security Agent or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

## **12.3 Access on enforcement**

- (a) At any time after the Security Agent has demanded payment of the Secured Liabilities following the security constituted by this Deed becoming enforceable each Obligor will allow the Security Agent or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Charged Asset and for that purpose to enter on any premises where a Charged Asset is situated (or where the Security Agent or a Receiver reasonably believes a Charged Asset to be situated) without incurring any liability to any Obligor for, or by any reason of, that entry.
- (b) At all times, each Obligor must use its commercially reasonable endeavours to allow the Security Agent or its Receiver access to any premises for the purpose of Clause 12.3(a) (including, to the extent possible, obtaining any necessary consents or permits of other persons) and, where possible, to ensure that its employees and officers do the same.

## **12.4 Prior Security**

At any time after the security constituted by this Deed has become enforceable the Security Agent may:

- (a) redeem that or any other prior Security;
- (b) procure the transfer of that Security to it; and
- (c) settle and pass any account of the holder of any prior Security.

The settlement and passing of any such account passed shall, in the absence of any manifest error, be conclusive and binding on each Obligor. All monies paid by the Security Agent to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Security Agent, be due from each Obligor to the Security Agent on current account and shall bear interest at the Default Rate specified in the Facility Agreement and be secured as part of the Secured Liabilities.

#### **12.5 Protection of third parties**

No purchaser, mortgagee or other person dealing with the Security Agent, any Receiver or Delegate shall be concerned to enquire:

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- (b) whether any power the Security Agent, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- (c) how any money paid to the Security Agent, any Receiver or any Delegate is to be applied.

#### **12.6 Privileges**

Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

#### **12.7 No liability as mortgagee in possession**

Neither the Security Agent, any Receiver, any Delegate nor any Administrator shall be liable, by reason of entering into possession of a Charged Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Charged Assets, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Charged Assets for which a mortgagee in possession might be liable as such except to the extent caused by fraud or wilful default on its part.

**12.8 Relinquishing possession**

If the Security Agent, any Receiver or Delegate enters into or takes possession of the Charged Assets in accordance with the terms of this Deed, it or he may at any time relinquish possession.

**12.9 Conclusive discharge to purchasers**

The receipt of the Security Agent, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Assets or in making any acquisition in the exercise of their respective powers, the Security Agent, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

**12.10 Right of appropriation**

(a) To the extent that:

- (i) the Charged Assets constitute Financial Collateral; and
- (ii) this Deed and the obligations of any Obligor under it constitute a Security Financial Collateral Arrangement,

the Security Agent shall have the right, at any time after the security constituted by this Deed has become enforceable, to appropriate all or any of those Charged Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Security Agent may, in its absolute discretion, determine.

(b) The value of any Charged Assets appropriated in accordance with this Clause shall (a) in the case of cash, be the amount standing to the credit of the relevant Account(s), together with any accrued by unposted interest, or the time the right of appropriation was exercised and (b) in the case of any other financial collateral be the market value of those Charged Assets at the time the right of appropriation is exercised as listed on any recognised (public) market index or determined by any other method that the Security Agent may reasonably select (including independent valuation).

(c) The parties agree that the methods of valuation provided for in this Clause 12.10 are commercially reasonable for the purposes of the Financial Collateral Regulations.



**12.11 Property**

Insofar as the provisions of this Clause 12 relate to Property, they shall take effect subject to the terms of any relevant Land Lease and any qualifications or disclosures in the Certificates of Title or Property Questionnaire.

**13 RECEIVER****13.1 Appointment**

At any time after the security constituted by this Deed has become enforceable, or at the request of any Obligor, the Security Agent may, without further notice, appoint by way of Deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Charged Assets.

**13.2 Removal**

The Security Agent may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of Deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

**13.3 Remuneration**

The Security Agent may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this Deed, to the extent not otherwise discharged.

**13.4 Power of appointment additional to statutory powers**

The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Security Agent under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

**13.5 Power of appointment exercisable despite prior appointments**

The power to appoint a Receiver (whether conferred by this Deed or by statute) shall be, and remain, exercisable by the Security Agent despite any prior appointment in respect of all or any part of the Charged Assets.

**13.6 Agent of the Obligor**

Any Receiver appointed by the Security Agent under this Deed shall be the agent of the relevant Obligor and that Obligor shall be solely responsible for the contracts,

engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until that Obligor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Security Agent.

## **14 POWERS OF RECEIVER**

### **14.1 Powers additional to statutory powers**

- (a) Any Receiver appointed by the Security Agent under this Deed shall, in addition to the powers conferred on him by statute, have the powers set out in Clause 14.3 (*Repair and develop Properties*) to Clause 14.23 (*Incidental powers*).
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.
- (c) Any exercise by a Receiver of any of the powers given by Clause 14 (*Powers of Receiver*) may be on behalf of an Obligor, the directors of an Obligor (in the case of the power contained in Clause 14.17 (*Make calls on Obligors members*)) or himself.
- (d) A Receiver may do anything the Security Agent has power to do under this Deed.

### **14.2 Insolvency Act powers**

A Receiver may do all the acts and things in Schedule 1 to the Insolvency Act 1986 as if the words "he" and "him" referred to the Receiver and "company" referred to an Obligor.

### **14.3 Repair and develop Properties**

A Receiver may undertake or complete any works of repair, building or development on the Properties and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

### **14.4 Grant or accept surrenders of leases**

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting any Property and may grant any other interest or right over any Property on any terms, and subject to any conditions, that he thinks fit.

**14.5 Employ personnel and advisers**

A Receiver may provide services and employ or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he thinks fit. A Receiver may discharge any such person or any such person appointed by an Obligor.

**14.6 Make and revoke VAT option to tax**

A Receiver may make, exercise or revoke any VAT option to tax as he thinks fit.

**14.7 Charge for remuneration**

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) that the Security Agent may prescribe or agree with him.

**14.8 Realise Charged Assets**

A Receiver may collect and get in the Charged Assets or any part of them in respect of which he is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Charged Assets with like rights.

**14.9 Manage or reconstruct the Obligor's business**

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of any or each Obligor.

**14.10 Dispose of Charged Assets**

A Receiver may sell, exchange, convert into money and realise all or any of the Charged Assets in respect of which he is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Charged Assets to be sold.

**14.11 Sever fixtures and fittings**

A Receiver may sever and sell separately any fixtures or fittings from any Property without the consent of any Obligor.

**14.12 Sell Book Debts**

A Receiver may sell and assign all or any of the Book Debts in respect of which he is appointed in any manner, and generally on any terms and conditions, that he thinks fit.

**14.13 Give valid receipts**

A Receiver may give valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Charged Assets.

**14.14 Make settlements**

A Receiver may make any arrangement, settlement or compromise between any Obligor and any other person that he may think expedient.

**14.15 Bring proceedings**

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Charged Assets as he thinks fit.

**14.16 Improve the Equipment**

A Receiver may make substitutions of, or improvements to, the Equipment as he may think expedient.

**14.17 Make calls on Obligors members**

A Receiver may make calls conditionally or unconditionally on the members of an Obligor in respect of uncalled capital with (for that purpose and for the purpose of enforcing payments of any calls so made) the same powers as are conferred by the articles of association of an Obligor on its directors in respect of calls authorised to be made by them.

**14.18 Insure**

A Receiver may, if he thinks fit, but without prejudice to the indemnity in Clause 17 (*Costs and indemnity*), effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by any Obligor under this Deed.

**14.19 Powers under the LPA 1925**

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925, and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

**14.20 Borrow**

A Receiver may, for any of the purposes authorised by this Clause 14 (*Powers of Receiver*), raise money by borrowing from the Security Agent (or from any other person) either unsecured or on the security of all or any of the Charged Assets in respect of

which he is appointed on any terms that he thinks fit (including, if the Security Agent consents, terms under which that security ranks in priority to this Deed).

#### **14.21 Redeem prior Security**

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on each Obligor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

#### **14.22 Absolute beneficial owner**

A Receiver may, in relation to any of the Charged Assets, exercise all powers, authorisations and rights he would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Charged Assets or any part of the Charged Assets.

#### **14.23 Incidental powers**

A Receiver may do any other acts and things that he:

- (a) may consider desirable or necessary for realising any of the Charged Assets; or
- (b) may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Deed or law.

#### **14.24 Property**

Insofar as the provisions of this Clause 14 relate to Property, they shall take effect subject to the terms of any relevant Land Lease and any qualifications or disclosures in the Certificates of Title or Property Questionnaire.

### **15 DELEGATION**

#### **15.1 Delegation**

The Security Agent or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney granted under Clause 19.1 (*Appointment of attorneys*)).

#### **15.2 Terms**

The Security Agent and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

**15.3 Liability**

Neither the Security Agent nor any Receiver shall be in any way liable or responsible to any Obligor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

**16 APPLICATION OF PROCEEDS****16.1 Order of application of proceeds**

All monies received by the Security Agent, a Receiver or a Delegate pursuant to this Deed, after the security constituted by this Deed has become enforceable (other than sums received under any Insurance Policy), shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the manner specified by the Intercreditor Agreement.

**16.2 Appropriation**

Neither the Security Agent, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

**16.3 Suspense account**

All monies received by the Security Agent, a Receiver or a Delegate under this Deed (other than sums received under any Insurance Policy that are not going to be applied in or towards discharge of the Secured Liabilities):

- (a) may, at the discretion of the Security Agent, Receiver or Delegate, be credited to any suspense or securities realised account;
- (b) shall bear interest, if any, at the rate agreed in writing between the Security Agent and the Obligor; and
- (c) may be held in that account for so long as the Security Agent, Receiver or Delegate thinks fit.

**17 INDEMNITY****17.1 Indemnity**

Each Obligor shall indemnify the Security Agent, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses and losses and all other reasonably incurred legal advisors' costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- (a) the exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of the Charged Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing the security constituted by this Deed; or
- (c) any default or delay by that Obligor in performing any of its obligations under this Deed.

## **18 FURTHER ASSURANCE**

### **18.1 Further assurance**

Each Obligor shall, at its own expense, take whatever action the Security Agent or any Receiver may reasonably require for:

- (a) creating, perfecting or protecting the security intended to be created by this Deed;
- (b) facilitating the realisation of any Charged Asset; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Security Agent or any Receiver in respect of any Charged Asset,

including, without limitation (if the Security Agent or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Charged Assets (whether to the Security Agent or to its nominee) and the giving of any notice, order or direction and the making of any registration.

### **18.2 Specific security documents required**

Without prejudice to the generality of the provisions of Clause 18.1 (*Further Assurance*), each Obligor shall execute as and when so required by the Security Agent in accordance with this Deed a legal mortgage or legal charge (as specified by the Security Agent) over any freehold, leasehold and heritable properties acquired by it after the date of this Deed (including all or any of the Properties as and when the same are conveyed, transferred, or let to it) and over any and all fixtures, trade fixtures and fixed plant and machinery at any time and from time to time situate thereon.

## **19 POWER OF ATTORNEY**

### **19.1 Appointment of attorneys**

By way of security, each Obligor irrevocably appoints the Security Agent, every Receiver and every Delegate separately to be its attorney and, in its name, on its behalf and as its act and Deed, to execute any documents and do any acts and things that:

- (a) that Obligor is required to execute and do under this Deed and which such Obligor has not executed or done when required; or
- (b) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Deed or by law on the Security Agent, any Receiver or any Delegate.

The appointment effected above shall take effect immediately, but the powers conferred shall only become exercisable upon the occurrence of an Enforcement Event or on written notice from the Security Agent to the Obligor (with a copy to the Borrower) following the failure of such Obligor to perform any of its obligations under this Deed.

### **19.2 Ratification of acts of attorneys**

Each Obligor agrees to ratify and confirm anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in Clause 19.1 (*Appointment of attorneys*).

## **20 FURTHER PROVISIONS**

### **20.1 Independent security**

The security constituted by this Deed shall be in addition to, and independent of, any other security or guarantee that the Security Agent may hold for any of the Secured Liabilities at any time. No prior security held by the Security Agent over the whole or any part of the Charged Assets shall merge in the security created by this Deed.

### **20.2 Continuing security**

The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Security Agent discharges this Deed in accordance with Clause 12 (*Release*).

### **20.3 Discharge conditional**

Any release, discharge or settlement between an Obligor and the Security Agent shall be deemed conditional on no payment or security received by a Secured Party in



respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

- (a) the Security Agent or its nominee may retain this Deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Charged Assets, for any period that the Security Agent deems necessary to provide the Secured Party with security against any such avoidance, reduction or order for refund; and
- (b) the Secured Party may recover the value or amount of such security or payment from an Obligor subsequently as if the release, discharge or settlement had not occurred.

#### **20.4 Consolidation**

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this Deed.

### **21 SECURITY AGENT**

#### **21.1 Declaration of Trust**

The Security Agent hereby declares itself trustee of the covenants, undertakings, mortgages and charges of each Obligor contained in this Deed and the security and other rights, titles and interests constituted by this Deed and of the Charged Assets and all other moneys, property and assets paid to the Security Agent or held by the Security Agent or received or recovered by the Security Agent pursuant to or in connection with this Deed with effect from the date of this Deed to hold the same on trust for the Secured Parties and itself and to apply the same in accordance with the provisions of Clause 16 (*Application of Proceeds*).

#### **21.2 Appointment**

Each Secured Party has appointed the Security Agent to act as its trustee in connection with this Deed.

#### **21.3 Deemed entitlement**

The Security Agent may deem and treat each Secured Party as the person entitled to the benefit of this Deed in respect of the proportion of the Secured Liabilities which, in accordance with the information provided to the Security Agent pursuant to Clause 21.4 (*Directions for realisation*), are owing or incurred by any Obligor to such Secured Party for all purposes of this Deed unless and until a written notice of assignment or transfer

of all or part of such Secured Party's share shall have been filed with the Security Agent.

#### **21.4 Directions for realisation**

Each Secured Party shall provide the Security Agent with all necessary directions in writing so as to enable the Security Agent to apply the proceeds of realisation of the security as contemplated by this Deed and such other information as it may reasonably require for the purposes of carrying out its duties and obligations under this Deed.

#### **21.5 Deposit of documents**

The Security Agent shall be entitled to place all deeds, certificates and other documents relating to the Charged Assets deposited with it under or pursuant to this Deed in any safe deposit, safe or receptacle selected by the Security Agent or with any solicitor or firm of solicitors and may make any such arrangements as it thinks fit for allowing any Obligor or its solicitors or auditors access to or possession of such documents when necessary or convenient and the Security Agent shall not be responsible for any loss incurred in connection with any such deposit, access or possession.

#### **21.6 Security Agent's duty of care**

Nothing in this Deed shall in any case where the Security Agent has failed to show the degree of care and diligence required of it as a trustee having regard to the provisions of this Deed exempt the Security Agent from or indemnify it against any liability for breach of trust or any liability which by virtue of any rule of law would otherwise attach to it in respect of any negligence, default, breach of duty or breach of trust of which it may be guilty in relation to its duties under this Deed.

#### **21.7 Additional statutory rights**

In addition to its rights under or by virtue of this Deed and the other Finance Documents, the Security Agent shall have all of the rights conferred on a trustee by the Trustee Act 1925, the Trustee Delegation Act 1999 and the Trustee Act 2000.

#### **21.8 Indemnity**

- (a) Each Secured Party (other than NIBC Bank N.V. in its capacity as Security Agent) shall indemnify the Security Agent, within three Business Days of demand, against any cost, loss or liability incurred by the Security Agent (otherwise than by reason of gross negligence or wilful misconduct of the Security Agent) in acting in its capacity as Security Agent under this Deed (unless the Security Agent has been reimbursed by an Obligor or a Secured Party pursuant to a Finance Document or any other provision of this Deed).

- (b) Each Obligor shall within 5 Business Days of demand, reimburse each Secured Party for any payment made by it under the immediately preceding sub-clause (provided that the Secured Party shall be required to provide reasonable details of such payments to the Obligor).

## **21.9 Limit on Security Agent's Responsibility**

The Security Agent shall not have any responsibility to any Secured Party:

- (a) to ascertain whether all deeds and documents which should have been deposited with it under or pursuant to this Deed have been so deposited;
- (b) to investigate or make any enquiry into the title of an Obligor to the Charged Assets or any part thereof;
- (c) for the failure to register this Deed with the Register of Companies;
- (d) for the failure to register this Deed in accordance with the provisions of the documents of title of an Obligor to any of the Charged Assets;
- (e) for the failure to take or require an Obligor to take any steps to render this Deed effective as regards Charged Assets outside England or Wales or to secure the creation of any ancillary charge under the laws of the jurisdiction concerned; or
- (f) for acting (or as the case may be, refraining from acting) in accordance with the directions of any of the Secured Parties given pursuant to Clause 21.4 (*Directions for realisation*).

## **22 ASSIGNMENT AND TRANSFER**

### **22.1 Assignment by Security Agent**

- (a) Subject to and in accordance with the transfer provisions in Clause 26 (*Changes to the Lenders*) of the Facility Agreement, at any time, the Security Agent may assign or transfer (including by way of novation) any of its rights and obligations under this Deed.
- (b) The Security Agent may disclose to any actual or proposed assignee or transferee any information in its possession that relate to the Obligors, the Charged Assets and this Deed that the Security Agent considers appropriate.

### **22.2 Assignments and transfer by Obligors**

No Obligor may assign any of its rights, or transfer any of its rights or obligations, under this Deed.

**23 MISCELLANEOUS**

The provisions of Clauses 26.1 (*Assignments and Transfers by the Lenders*), 28 (*Changes to the Obligors*), 33 (*Set-Off*), 34 (*Notices*), 35 (*Calculations and Certificates*), 36 (*Partial Invalidity*), 37 (*Remedies and Waivers*) and 38 (*Amendments and Waivers*) of the Facility Agreement shall apply to this Deed, as if set out in full and so that references in those provisions to "this Agreement" shall be construed as references to this Deed and references to "party" or "parties" shall be construed as references to parties to this Deed.

**24 COUNTERPARTS**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

**25 GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

**26 JURISDICTION****26.1 Jurisdiction**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- (b) The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 26.1 (*Jurisdiction*) is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

**THIS DOCUMENT HAS BEEN EXECUTED AS A DEED AND IS DELIVERED AND TAKES EFFECT ON THE DATE STATED AT THE BEGINNING OF IT**

**Schedule 1****The Obligors**

<u>Name of Obligor</u>	<u>Company Number</u>	<u>Jurisdiction of Incorporation</u>
GVO Wind Limited	08149116	England & Wales
GVO Wind No. 1 Limited	07746876	England & Wales
GVO Wind No. 2 Limited	07966721	England & Wales
GVO Wind No. 3 Limited	08008328	England & Wales
GVO Wind No. 5 Limited	08170886	England & Wales
GVO Wind No. 6 Limited	08008745	England & Wales
GVO Wind No. 7 Limited	08993151	England & Wales
GVO Wind No. 9 Limited	SC407576	Scotland
GVO Wind No. 10 Limited	08524457	England & Wales
GVO Wind No. 11 Limited	08614494	England & Wales
GVO Wind No. 12 Limited	SC407142	Scotland
GVO Wind No. 13 Limited	08684549	England & Wales
GVO Wind No. 16 Limited	08777960	England & Wales
GVO Wind No. 20 Limited	08963382	England & Wales

GVO Wind No. 21 Limited	08963432	England & Wales
GVO Wind No. 22 Limited	08963567	England & Wales
GVO Wind No. 23 Limited	08963614	England & Wales
GVO Wind No. 24 Limited	09013757	England & Wales
GVO Wind No. 29 Limited	09042773	England & Wales
GVO Wind No. 30 Limited	09042794	England & Wales
GVO Wind No. 32 Limited	09237596	England & Wales
GVO Wind No. 35 Limited	09505949	England & Wales
GVO Wind No. 36 Limited	09512440	England & Wales
GVO Wind No. 39 Limited	09759122	England & Wales
GVO Wind No. 40 Limited	09829659	England & Wales
GVO Wind No. 41 Limited	09877040	England & Wales
GVO Wind No. 42 Limited	09873679	England & Wales
GVO Wind No. 43 Limited	09956183	England & Wales
GVO Wind No. 44 Limited	09957569	England & Wales
GVO Wind F-1 Limited	08816937	England & Wales
Durpley WT Limited	08703906	England & Wales

GVO/CME Wind No. 17 Limited	08921363	England & Wales
GVO/CME Wind No. 18 Limited	08921138	England & Wales
Weston Town WT Limited	08725663	England & Wales
Warren WT Limited	08725662	England & Wales

**Schedule 2****The Properties**

<b>Registered proprietor</b>	<b>Site address or description</b>	<b>Title number</b>
GVO Wind No. 3 Limited	Land at Manor Farm, Manton, Gainsborough, DN21 4JT	HS367126
GVO Wind No. 5 Limited	Land at Combs Farm, Combs Lane, Farnsfield, Newark, NG22 8EW	NT490173
Durpley WT Limited	Durpley Farm Wind Turbine, Langtree, Torrington, EX38 8LP	DN648469
GVO Wind No. 16 Limited	Land lying to the north-east of Ashworth Road, Rochdale	MAN240360
GVO/CME Wind No. 17 Limited	Vaglefield Farm, Holsworthy, EX22 6NY	DN647722
GVO/CME Wind No. 18 Limited	Land lying to the east of Fishingclose Cross, Bondleigh, North Tawton	DN649494
Weston Town WT Limited	Land lying to the north of Weston Town Farm, Shepton Mallet	WS69645
GVO Wind No. 20 Limited	Land at Tarn Bank, Winscales, Workington and Switchgear House CA14 4JG	CU283220
GVO Wind No. 21 Limited	Land lying to the north-west of Winscales Road, Winscales, Wokington	CU285378
GVO Wind No. 22 Limited	Land at Hole Farm, Beaworthy, EX21 5AS	DN658797
GVO Wind No. 24 Limited	Land on the east side of road leading from Llanwinio to Llydeg (Rydgoch)	WA676379
GVO Wind No. 30 Limited	Land lying to the south of Stopgate Lane, Simonswood, Liverpool	LAN169182
Warren WT Limited	Land on the west side of Welford Road, Knaptott,	LT468535



	Lutterworth	
GVO Wind No. 35 Limited	Land at New Cut Farm, Cut Lane, Liverpool	MS625908
GVO Wind No. 36 Limited	Land at Cefncynfoel, Llanddewi, Llandrindod Wells	CYM667588
GVO Wind No. 39 Limited	Land lying to the west of Gilfach Farm, Llanboidy, Whitland	CYM670810
GVO Wind No. 41 Limited	Land at Port Heysham	LAN176748
GVO Wind No. 42 Limited	Land at Boccaddon Farm, Lanreath, Looe, Cornwall	

**Schedule 3****Part A - Relevant Agreements**

ProjectCo	Agreement	Equivalent defined term in Debtenture	Counterparty	Date	Details of any variation or novation
GVO Wind Limited GVO Wind No. 1 Ltd	Administration Agreement	Administration Contract	Thalia Power Limited	20/07/2015	N/A
	Turbine Supply Agreement	Construction Document	Enercon GmbH	18/12/2012	N/A
	Enercon PartnerKonzept	O&M Contract	Enercon GmbH	18/12/2012	N/A
	Power Purchase Agreement	PPA	Opus Energy Renewables Limited	01/09/2016	N/A
	FIT Agreement	FIT Statement of Terms	Opus Energy Renewables Limited	01/09/2016	N/A
	Operational Services Administration Agreement	Administration Contract	Thalia Power Limited	11/10/2016	N/A
	Connection Agreement	Grid Connection Documents	SP Distribution plc	01/09/2016	N/A
	Site Management Services	Asset Management Contract	Natural Power Services Limited	10/09/2014	Variation dated 29/10/2014 removing Site Analysis & performance Reporting from the Scope
	Loan Agreement	Intercompany Loan Agreement	GVO Wind Limited	11/06/2012	N/A

GVO Wind No. 2 Limited	Turbine Supply Agreement+D37 Maintenance and Service Agreement  Power Purchase Agreement FIT Agreement  Operational Services Administration Agreement  Site Management Services Loan Agreement Connection Agreement  Turbine Supply Agreement	Construction Document	PowerWind GmbH  Emergya Wind Technologies UK Limited  Opus Energy Renewables Limited  Opus Energy Renewables Limited  Thalia Power Limited Natural Power Services Limited GVO Wind Limited SP Distribution plc Emergya Wind Technologies UK Limited	06/11/2012  10/10/2016  01/11/2014  01/11/2014  27/10/2015  13/03/2013  07/12/2012  10/01/2014  21/05/2012	(a) Variation Order No. 1 dated 31/7/2012 due to change in foundation design increasing costs (b) Variation Order No. 2 dated 31/7/2012 due to change in foundation design increasing costs (c) Variation Order No. 3 dated 29/8/2012 adding FIT meter installation to scope  N/A  N/A  N/A  N/A  N/A  N/A  N/A
GVO Wind No. 3 Limited		Construction Document	Emergya Wind Technologies UK Limited	21/05/2012	N/A

GVO Wind No. 5 Limited	Maintenance and Service Agreement	O&M Contract	Emergya Wind Technologies UK Limited	21/05/2012	(A) Amendment dated 25 October 2013 increasing the Initial Term to 10 years and varying the Annual Fee and Base Fee (b) Amendment dated 6 February 2014 correcting a reference in Clause 29
	Power Purchase Agreement	PPA	Opus Energy Renewables Limited	31/10/2014	N/A
	FIT Agreement	FIT Statement of Terms	Opus Energy Renewables Limited	31/10/2014	N/A
	Operational Services Administration Agreement	Administration Contract	Thalia Power Limited	28/10/2012	N/A
	Connection Agreement	Grid Connection Documents	Northern Powergrid (Yorkshire) PLC	19/02/2013	N/A
	Site Management Services	Asset Management Contract	Natural Power Services Limited	13/03/2013	N/A
	Loan Agreement	Intercompany Loan Agreement	GVO Wind Limited	07/12/2012	N/A
	Turbine Supply Agreement	Construction Document	Emergya Wind Technologies UK Limited	01/08/2012	
		O&M Contract			
	Maintenance and Service Agreement		Emergya Wind Technologies UK Limited	01/08/2012	(a) Amendment dated 25 October 2013 increasing the Initial Term to 10 years and varying the Annual Fee and Base Fee (b) Amendment dated 6 February correcting

WORK\27455779\v.1

GVO Wind No. 7 Limited	Turbine Supply Agreement	Construction Document	Emergya Wind Technologies UK Limited	04/01/2014	(a) Deed of Novation dated 28/04/2015 novating from GVO Wind No. 22 Limited to GVO Wind No. 7 Limited (b) Variation Agreement dated 17/09/15 adding aviation light to Scope
	Maintenance and Service Agreement	O&M Contract	Emergya Wind Technologies UK Limited	04/01/2014	(a) Deed of Novation dated 28/04/2015 novating from GVO Wind No. 22 Limited to GVO Wind No. 7 Limited
	Power Purchase Agreement	PPA	Gazprom Energy	17/03/2016	(a) Deed of Novation dated 28/04/2015 novating from GVO Wind No. 22 Limited to GVO Wind No. 7 Limited
	FIT Agreement	FIT Statement of Terms	Opus Energy Renewables Limited	27/05/2015	N/A
	Operational Services Administration Agreement	Administration Contract	Thalia Power Limited	29/09/2014	N/A
	Loan Agreement	Intercompany Loan Agreement	GVO Wind Limited	25/09/2014	N/A
	Connection Agreement	Grid Connection Documents	SP Distribution PLC	Pending	N/A
	Operations and Maintenance Sub-Contract	Asset Management Contract	Becon Project Management & Consultancy Services Limited	06/10/2016	N/A

GVO Wind No. 9 Ltd	Turbine Supply Agreement	Construction Document	Emergya Wind Technologies UK Limited	18/03/2013	N/A
	Maintenance and Service Agreement	O&M Contract	Emergya Wind Technologies UK Limited	18/03/2013	N/A
	Power Purchase Agreement	PPA	Opus Energy Renewables Limited	01/09/2015	N/A
	FIT Agreement	FIT Statement of Terms	Opus Energy Renewables Limited	01/09/2015	N/A
	Operational Services Administration Agreement	Administration Contract	Thalia Power Limited	11/10/2016	N/A
	Site Management Services	Asset Management Contract	Natural Power Services Limited	27/05/2015	N/A
	Loan Agreement	Intercompany Loan Agreement	GVO Wind Limited	11/03/2013	N/A
	Connection Agreement	Grid Connection Documents	SP Distribution PLC	05/09/2016	N/A
	Turbine Supply Agreement	Construction Document	Enercon GmbH	28/02/2013	(a) Novation Agreement dated 28/06/2013 from Temporis Wind to GVO Wind No 10 Limited (b) Variation Agreement dated 11/07/2013 - variation from Standard 2 scope to Standard 5
	Enercon PartnerKonzept	O&M Contract	Enercon GmbH	19/09/2013	N/A
GVO Wind No. 10 Limited	Power Purchase Agreement	PPA	Opus Energy Renewables Limited	01/09/2015	N/A
	FIT Agreement	FIT Statement of Terms	Opus Energy Renewables Limited	01/09/2015	

GVO Wind No. 11 Limited	Operational Services	Administration Contract	Thalia Power Limited	11/10/2016	N/A
	Administration Agreement	Asset Management Contract	Natural Power Services Limited		Variation dated 04/12/2014 to remove reporting services
	Site Management Services			02/12/2014	Amendment dated 22/07/2013 to amend the loan amount
	Loan Agreement	Intercompany Loan Agreement	GVO Wind Limited	17/07/2013	
	Connection Agreement	Grid Connection Documents	Scottish Hydro Electric Power Distribution PLC	03/10/2016	N/A
	Turbine Supply Agreement	Construction Document			(a) Deed of Novation dated 07/11/2013 from Temporis Wind to GVO Wind No 11 Limited (b) Variation Agreement dated 07 November 2013 for delay in the construction of the foundation
		O&M Contract	Emergya Wind Technologies UK Limited	09/07/2013	
	Maintenance and Service Agreement		Emergya Wind Technologies UK Limited		(a) Deed of Novation dated 07/11/2013 from Temporis Wind to GVO Wind No 11 Limited
	Power Purchase Agreement	PPA	Opus Energy Renewables Limited	09/07/2013	
	FIT Agreement	FIT Statement of Terms	Opus Energy Renewables Limited	01/09/2015	N/A
GVO Wind No. 11 Limited	Operational Services	Administration Contract	Thalia Power Limited	11/10/2016	N/A



	Administration Agreement		Asset Management Contract	Natural Power Services Limited		Variation dated 04/12/2014 to remove reporting services
	Site Management Services					
GVO Wind No. 12 Limited	Loan Agreement	Intercompany Loan Agreement		GVO Wind Limited	02/12/2014	N/A
	Connection Agreement	Grid Connection Documents		Scottish Hydro Electric Power Distribution PLC	30/08/2013	
		Construction Document			03/10/2016	N/A
	Turbine Supply Agreement					Novation Agreement dated 7 November 2013 from GVO Wind Limited to GVO Wind No. 12 Limited
		O&M Contract		Emergya Wind Technologies UK Limited	28/06/2013	Novation Agreement dated 7 November 2013 from GVO Wind Limited to GVO Wind No. 12 Limited
	Maintenance and Service Agreement			Emergya Wind Technologies UK Limited		
	Power Purchase Agreement	PPA		Opus Energy Renewables Limited	28/06/2013	
	FIT Agreement	FIT Statement of Terms		Opus Energy Renewables Limited	16/08/2016	N/A
	Operational Services Administration Agreement	Administration Contract		Thalia Power Limited	16/08/2016	
	Site Management Services	Asset Management Contract		Natural Power Services Limited	11/10/2016	N/A
	Connection Agreement	Grid Connection Documents		SP Distribution Ltd	27/05/2015	N/A
	Loan Agreement	Intercompany Loan Agreement		GVO Wind Limited	13/10/2016	
GVO Wind No. 13 Limited	Turbine Supply Agreement	Construction Document		Emergya Wind Technologies UK Limited	27/12/2013	N/A
	Maintenance and Service	O&M Contract		Emergya Wind Technologies	17/10/2013	N/A
				Emergya Wind Technologies	17/10/2013	N/A

Agreement			UK Limited		
Power Purchase Agreement	PPA		Opus Energy Renewables Limited	16/08/2015	N/A
FIT Agreement	FIT Statement of Terms		Opus Energy Renewables Limited	16/08/2015	N/A
Operational Services Administration Agreement	Administration Contract		Thalia Power Limited	11/10/2016	N/A
Site Management Services	Asset Management Contract		Natural Power Services Limited	27/05/2015	N/A
Loan Agreement	Intercompany Loan Agreement		GVO Wind Limited	02/10/2013	N/A
Connection Agreement	Grid Connection Documents		SP Distribution Limited	13/10/2016	N/A
Durpley WT Limited	Construction Document			14/11/2013	Variation Agreement dated 14 August 2014 exchanging red aviation warning light for an infrared aviation warning light and including a 3G wireless connection kit.
	Turbine Supply Agreement		Emergya Wind Technologies UK Limited		
	Maintenance and Service Agreement	O&M Contract	Emergya Wind Technologies UK Limited	14/11/2013	N/A
	Power Purchase Agreement	PPA	Opus Energy Renewables Limited	16/08/2016	N/A
	FIT Agreement	FIT Statement of Terms	Opus Energy Renewables Limited	16/08/2016	N/A
	Operational Services Administration Agreement	Administration Contract	Thalia Power Limited	16/10/2015	N/A
	Shareholder's Agreement	Non-Participating JV ProjectCo Shareholder Agreement	1) Chase Milton Energy Limited	31/10/2013	Deed of Variation dated 6 September

GVO Wind No. 16 Limited				2) GVO Wind Limited		2016 varying the terms of the SHA in respect of interest on the loan agreements.
	Connection Agreement		Grid Connection Documents	Western Power Distribution (South West) plc	10/10/2014	
	Operations and Maintenance Sub-Contract		Asset Management Contract	Becon Project Management & Consultancy Services Limited	Pending	N/A
	Loan Agreement		Non-Participating JV ProjectCo Loan Agreement	Chase Milton Energy Limited	06/09/2016	N/A
	Loan Agreement		Non-Participating JV ProjectCo Loan Agreement	GVO Wind Limited	06/09/2016	N/A
			Construction Document			(1) Variation Agreement dated 14 August 2014 incorporating intertripping option into the Scope
	Turbine Supply Agreement			Emergya Wind Technologies UK Limited	01/04/2014	(2) Variation Agreement dated 12 August 2014 delaying delivery and incorporating storage provisions
	Maintenance and Service Agreement		O&M Contract	Emergya Wind Technologies UK Limited	01/04/2014	N/A
	Power Purchase Agreement		PPA	Opus Energy Renewables Limited	17/11/2014	N/A
	FIT Agreement		FIT Statement of Terms	Opus Energy Renewables Limited	17/11/2014	N/A

GVO/CME Wind No.17 Limited	Operational Services Administration Agreement	Administration Contract	Thalia Power Limited	26/06/2014	N/A
	Site Management Services	Asset Management Contract	Natural Power Services Limited	Pending	N/A
	Loan Agreement	Intercompany Loan Agreement	GVO Wind Limited	09/05/2014	Amendment Agreement dated 19/08/2014 varying the Loan amount in the Loan Agreement
	Connection Agreement	Grid Connection Document	Electricity North West Limited	16/01/2016	N/A
		Construction Document			(a) Deed of Novation from GVO Wind Limited to GVO/CME Wind No. 17 Limited dated 9 May 2014 (b) Variation Agreement dated 14 August 2014 exchanging red aviation warning light for an infrared aviation warning light and associated cost changes
	Turbine Supply Agreement	O&M Contract	Emergya Wind Technologies UK Limited	25/03/2014	(a) Deed of Novation from GVO Wind Limited to GVO/CME Wind No. 17 Limited dated 9 May 2014
	Maintenance and Service Agreement		Emergya Wind Technologies UK Limited	25/03/2014	
	Power Purchase Agreement	PPA	Opus Energy Renewables	01/11/2016	N/A

GVO/CME Wind No.18 Limited	FIT Agreement			Limited		
		FIT Statement of Terms		Opus Energy Renewables Limited	01/11/2016	N/A
	Operational Services Administration Agreement	Administration Contract		Thalia Power Limited	16/10/2015	N/A
	Connection Agreement	Grid Connection Documents		Western Power Distribution (South West) plc	10/10/2014	N/A
	Shareholder's Agreement	Non-Participating JV ProjectCo Shareholder Agreement				(a) Deed of Variation dated 1 July 2014 varying a calculation in Clause 3.8.1 of the Shareholder's Agreement.
	Loan Agreement	Non-Participating JV ProjectCo Loan Agreement			11/04/2014	(b) Deed of Variation dated 6 September 2016 varying the terms of the SHA in respect of interest on the loan agreements.
	Loan Agreement	Non-Participating JV ProjectCo Loan Agreement		Chase Milton Energy Limited	06/09/2016	N/A
		Construction Document		GVO Wind Limited	06/09/2016	N/A
	Turbine Supply Agreement			Emergya Wind Technologies UK Limited	21/03/2014	(a) Deed of Novation from GVO Wind Limited to GVO/CME Wind No. 18 Limited dated 21/5/2014
	Maintenance and Service Agreement	O&M Contract		Emergya Wind Technologies UK Limited	21/03/2014	(a) Deed of Novation from GVO Wind Limited to GVO/CME

Weston Town WT Limited	Power Purchase Agreement	PPA			Opus Energy Renewables Limited		Wind No. 18 Limited dated 21/5/2014
	FIT Agreement	FIT Statement of Terms			Opus Energy Renewables Limited	01/11/2016	N/A
	Operational Services Administration Agreement	Administration Contract			Thalia Power Limited	01/11/2016	N/A
	Connection Agreement	Grid Connection Documents			Wester Power Distribution (South West) plc	16/10/2015	N/A
	Shareholder's Agreement	Non-Participating JV ProjectCo Shareholder Agreement			1) Chase Milton Energy Limited		Deed of Variation dated 6 September 2016 varying the terms of the SHA in respect of the interest on the loan agreements.
	Operations and Maintenance Sub-Contract	Asset Management Contract			2) GVO Wind Limited	16/05/2014	
	Loan Agreement	Non-Participating JV ProjectCo Loan Agreement			Becon Project Management & Consultancy Services Limited	Pending	N/A
	Loan Agreement	Non-Participating JV ProjectCo Loan Agreement			Chase Milton Energy Limited	06/09/2016	N/A
	Turbine Supply Agreement	Construction Document			GVO Wind Limited	06/09/2016	N/A
	Maintenance and Service Agreement	O&M Contract			Emergya Wind Technologies UK Limited	27/03/2014	N/A
	Power Purchase Agreement	PPA			Emergya Wind Technologies UK Limited	27/03/2014	N/A
	FIT Agreement	FIT Statement of Terms			Opus Energy Renewables Limited	20/08/2014	N/A
					Opus Energy Renewables Limited	20/08/2014	N/A

GVO Wind No. 20 Limited	Operational Services Administration Agreement	Administration Contract	Thalia Power Limited	16/10/2015	N/A
	Connection Agreement	Grid Connection Documents	Southern Electric Power Distribution PLC	17/07/2014	N/A
	Shareholder's Agreement	Non-Participating JV ProjectCo Shareholder Agreement	1) Chase Milton Energy Limited 2) GVO Wind Limited	29/05/2014	Deed of Variation dated 6 September 2016 varying the terms of the SHA in respect of interest on the loan agreements.
	Operations and Maintenance Sub-Contract	Asset Management Contract	Becon Project Management & Consultancy Services Limited	Pending	N/A
	Loan Agreement	Non-Participating JV ProjectCo Loan Agreement	Chase Milton Energy Limited	06/09/2016	N/A
	Loan Agreement	Non-Participating JV ProjectCo Loan Agreement	GVO Wind Limited	06/09/2016	N/A
	Turbine Supply Agreement	Construction Document	Enercon GmbH	05/05/2014	(a) Deed of Novation from Temporis Wind Limited to GVO Wind No. 20 Limited dated 06/05/2014 (b) Variation dated 22/08/2014 incorporating GSM module into TSA (c) Variation dated 12/1/2015 change of foundation type
	Enercon PartnerKonzept	O&M Contract	Enercon GmbH	08/10/2014	N/A
	Power Purchase Agreement	PPA	Opus Energy Renewables	30/09/2014	N/A

GVO Wind No. 21 Limited	FIT Agreement	FIT Statement of Terms	Limited			
	Operational Services Administration Agreement	Administration Contract	Opus Energy Renewables Limited	30/09/2014		N/A
	Loan Agreement	Intercompany Loan Agreement	Thalia Power Limited	27/06/2014		N/A
	Operations and Maintenance Sub-Contract	Asset Management Contract	GVO Wind Limited	27/06/2014		N/A
	Connection Agreement	Grid Connection Documents	Becon Project Management & Consultancy Services Limited	06/10/2016		N/A
			Electricity North West Limited	24/09/2014		N/A
	Turbine Supply Agreement	Construction Document	Enercon GmbH	05/05/2014		(a) Deed of Novation from Temporis Wind Limited to GVO Wind No. 20 Limited dated 06/05/2014 (b) Variation dated 22/08/2014 incorporating GSM module into TSA (c) Variation dated 12/1/2015 change of foundation type
	Enercon PartnerKonzept	O&M Contract	Enercon GmbH	08/10/2014		N/A
	Power Purchase Agreement	PPA	Opus Energy Renewables Limited	01/11/2016		N/A
	FIT Agreement	FIT Statement of Terms	Opus Energy Renewables Limited	01/11/2016		N/A
	Operational Services Administration Agreement	Administration Contract	Thalia Power Limited	30/09/2014		N/A



GVO Wind No. 22 Limited	Loan Agreement	Intercompany Loan Agreement	GVO Wind Limited	27/06/2014	N/A
	Operations and Maintenance Sub-Contract	Asset Management Contract	Becon Project Management & Consultancy Services Limited	06/10/2016	N/A
	Connection Agreement	Grid Connection Documents	Electricity North West Limited	24/09/2015	N/A
	Turbine Supply Agreement	Construction Document	Emergya Wind Technologies UK Limited	01/04/2014	(a) Variation Agreement dated 13/4/2015 adding aviation infrared light to the scope (b) Variation Agreement dated 9/9/2015 varying the turbine configuration
	Maintenance and Service Agreement	O&M Contract	Emergya Wind Technologies UK Limited	01/04/2014	(a) Variation Agreement dated 9/9/2015 varying the turbine configuration
	Power Purchase Agreement	PPA	Gazprom Energy	17/03/2016	N/A
	FIT Agreement	FIT Statement of Terms	Opus Energy Renewables Limited	13/05/2015	N/A
	Operational Services Administration Agreement	Administration Contract	Thalia Power Limited	06/05/2016	N/A
	Connection Agreement	Grid Connection Documents	Western Power Distribution (South West) plc	05/06/2015	N/A
	Operations and Maintenance Sub-Contract	Asset Management Contract	Becon Project Management & Consultancy Services Limited	06/10/2016	N/A
	Loan Agreement	Intercompany Loan Agreement	GVO Wind Limited	16/01/2015	N/A

GVO Wind No. 23 Limited	Turbine Supply Agreement	Construction Document	Emergya Wind Technologies UK Limited	18/02/2015	(a) Variation Agreement dated 9/11/2015 for delay in grid connection
	Maintenance and Service Agreement	O&M Contract	Emergya Wind Technologies UK Limited	18/02/2015	N/A
	Power Purchase Agreement	PPA	Gazprom Energy	17/03/2016	N/A
	FIT Agreement	FIT Statement of Terms	Scottish Power	08/09/2016	N/A
	Operational Services Administration Agreement	Administration Contract	Thalia Power Limited	17/07/2015	N/A
	Loan Agreement	Intercompany Loan Agreement	GVO Wind Limited	12/01/2015	N/A
	Operations and Maintenance Sub-Contract	Asset Management Contract	Becon Project Management & Consultancy Services Limited	06/10/2016	N/A
	Connection Agreement	Grid Connection Documents	SP Distribution Limited	23/09/2016	N/A
	Turbine Supply Agreement	Construction Document	Emergya Wind Technologies UK Limited		(a) Deed of Novation dated 09/05/2014 from GVO Wind No 22 Limited to GVO Wind No 24 Limited (b) Variation Agreement dated 14/08/2014 to add aviation light and inter-tripping to scope of supply
	Maintenance and Service Agreement	O&M Contract	Emergya Wind Technologies UK Limited	01/04/2014	(a) Deed of Novation dated 09/05/2014 from GVO Wind No 22 Limited to GVO Wind

GVO Wind No. 29 Limited	Power Purchase Agreement	PPA		Opus Energy Renewables Limited			No 24 Limited
	FIT Agreement	FIT Statement of Terms		Opus Energy Renewables Limited		17/11/2014	N/A
	Operational Services Administration Agreement	Administration Contract		Thalia Power Limited		17/11/2014	N/A
	Loan Agreement	Intercompany Loan Agreement		GVO Wind Limited		26/06/2014	N/A
	Operations and Maintenance Sub-Contract	Asset Management Contract		Becon Project Management & Consultancy Services Limited		19/08/2014	(a) Amendment dated 28/11/2014 to edit the loan amount
	Connection Agreement	Grid Connection Documents		Western Power Distribution (South Wales) plc		06/10/2016	N/A
		Construction Document				17/06/2015	N/A
	Turbine Supply Agreement	O&M Contract		Emergya Wind Technologies UK Limited			Deed of Novation from GVO Wind No. 22 Limited to GVO Wind No. 29 Limited dated 11/02/2015
	Maintenance and Service Agreement			Emergya Wind Technologies UK Limited		11/02/2015	Deed of Novation from GVO Wind No. 22 Limited to GVO Wind No. 29 Limited dated 11/02/2015
	Power Purchase Agreement	PPA		Opus Energy Renewables Limited		11/02/2015	N/A
	FIT Agreement	FIT Statement of Terms		Opus Energy Renewables Limited		17/11/2014	N/A
	Operational Services Administration Agreement	Administration Contract		Thalia Power Limited		17/11/2014	N/A
						29/09/2014	N/A

	Site Management Services	Asset Management Contract	Natural Power Services Limited	27/05/2015	N/A
	Loan Agreement	Intercompany Loan Agreement	GVO Wind Limited	25/09/2014	01/12/2015
	Connection Agreement	Grid Connection Documents	SP Distribution Limited	05/02/2015	N/A
	Turbine Supply Agreement	Construction Document	Emergya Wind Technologies UK Limited	25/02/2015	N/A
	Maintenance and Service Agreement	O&M Contract	Emergya Wind Technologies UK Limited	25/02/2015	N/A
	Power Purchase Agreement	PPA	Gazprom Energy	17/03/2016	N/A
	FIT Agreement	FIT Statement of Terms	Opus Energy Renewables Limited	20/08/2015	N/A
	Operational Services Administration Agreement	Administration Contract	Thalia Power Limited	10/07/2015	N/A
	Loan Agreement	Intercompany Loan Agreement	GVO Wind Limited	20/04/2015	N/A
	Operations and Maintenance Sub-Contract	Asset Management Contract	Becon Project Management & Consultancy Services Limited	06/10/2016	N/A
	Connection Agreement	Grid Connection Documents	SP Manweb plc	01/09/2016	N/A
	Turbine Supply Agreement	Construction Document	Emergya Wind Technologies UK Limited	12/03/2015	N/A
	Power Purchase Agreement	O&M Contract	Gazprom Marketing and Trading Retail Limited	17/03/2016	N/A
	FIT Agreement	PPA	Opus Energy Renewables Limited	06/07/2015	N/A
	Operational Services Administration Agreement	FIT Statement of Terms	Thalia Power Limited	17/07/2015	N/A
	Sub-Lease	Administration Contract	Scottish Hydro Electric Power Distribution PLC	07/10/2015	N/A
	Loan Agreement	Intercompany Loan Agreement	GVO Wind Limited	28/04/2015	N/A
	Operations and Maintenance	Asset Management Contract	Becon Project Management	06/10/2016	N/A
GVO Wind No. 30 Limited					
GVO Wind No. 32 Limited					

	Sub-Contract			& Consultancy Services Limited			
Warren WT Limited	Connection Agreement	Grid Connection Documents	Construction Document	Scottish Hydro Electric Power Distribution PLC	30/07/2015	N/A	(a) Variation Agreement dated 16/7/2015 varying the Time Schedule (b) Variation Agreement dated 7/7/2015 adding 3G wireless antenna
	Turbine Supply Agreement			Emergya Wind Technologies UK Limited	14/11/2014		
	Maintenance and Service Agreement	O&M Contract		Emergya Wind Technologies UK Limited	14/11/2014	N/A	
	Power Purchase Agreement	PPA		Gazprom Marketing and Trading Retail Limited	17/03/2016	N/A	
	FIT Agreement	FIT Statement of Terms		Opus Energy Renewables Limited	02/03/2016	N/A	
	Operational Services Administration Agreement	Administration Contract		Thalia Power Limited	16/10/2015	N/A	
	Connection Agreement	Grid Connection Documents		Western Power Distribution (East Midlands) plc	22/06/2015	N/A	
	Shareholder's Agreement	Non-Participating JV ProjectCo Shareholder Agreement		1) GVO Wind Limited 2) Chase Milton Energy Limited	11/03/2015		Deed of Variation dated 6 September 2016 varying the terms of the SHA in respect of interest on the loan agreements.
	Operations and Maintenance Sub-Contract	Asset Management Contract		Becon Project Management & Consultancy Services Limited	Pending	N/A	

GVO Wind No. 35 Limited	Loan Agreement	Non-Participating JV ProjectCo Loan Agreement	Chase Milton Energy Limited	06/09/2016	N/A
	Loan Agreement	Non-Participating JV ProjectCo Loan Agreement	GVO Wind Limited	06/09/2016	N/A
	Turbine Supply Agreement	Construction Document	Emergya Wind Technologies UK Limited	08/04/2015	(a) Novation Agreement from GVO Wind Limited to GVO Wind No. 35 Limited dated 22/09/2015 (b) Variation Agreement dated 28 September 2015 - varying turbine configuration from DW54*500HH40 to DW54*500HH75, adding Shadow Flicker System and varying delivery schedule.
	Maintenance and Service Agreement	O&M Contract	Emergya Wind Technologies UK Limited	08/04/2015	(a) Novation Agreement from GVO Wind Limited to GVO Wind No. 35 Limited dated 22/09/2015 (b) Variation Agreement dated 28 September 2015 - varying turbine configuration from DW54*500HH40 to DW54*500HH75 and

							adding Shadow Flicker System.
	Power Purchase Agreement	PPA			Npower Ltd	Export tariff	N/A
	FIT Agreement	FIT Statement of Terms			Npower Ltd	22/09/2016	N/A
	Operational Services Administration Agreement	Administration Contract			Thalia Power Limited	06/05/2016	N/A
	Connection Agreement	Grid Connection Documents			SP Manweb plc	Pending	N/A
	Operations and Maintenance Sub-Contract	Asset Management Contract			Becon Project Management & Consultancy Services Limited	06/10/2016	N/A
	Loan Agreement	Intercompany Loan Agreement			GVO Wind Limited	05/11/2015	N/A
	Turbine Supply Agreement	Construction Document			Emergya Wind Technologies UK Limited	02/09/2015	N/A
	Maintenance and Service Agreement	O&M Contract			Emergya Wind Technologies UK Limited	02/09/2015	N/A
	Power Purchase Agreement	PPA			Gazprom Energy	17/03/2016	N/A
	FIT Agreement	FIT Statement of Terms			Npower Ltd	Pending	N/A
	Operational Services Administration Agreement	Administration Contract			Thalia Power Limited	21/09/2015	N/A
	Loan Agreement	Intercompany Loan Agreement			GVO Wind Limited	21/09/2015	N/A
	Operations and Maintenance Sub-Contract	Asset Management Contract			Becon Project Management & Consultancy Services Limited	06/10/2016	N/A
	Connection Agreement	Grid Connection Documents			Western Power Distribution (South Wales) plc	11/12/2015	N/A
	Turbine Supply Agreement	Construction Document			Emergya Wind Technologies UK Limited	08/04/2015	(a) Deed of Novation dated 05/11/2015 from GVO Wind

	Maintenance and Service Agreement	O&M Contract	Emergya Wind Technologies UK Limited			Limited to GVO Wind No. 39 Limited (b) Variation Agreement dated 5 November 2015 varying turbine configuration, providing site specific details, incorporating intertripping into the scope and varying the Time Schedule
						(a) Deed of Novation dated 05/11/2015 from GVO Wind Limited to GVO Wind No. 39 Limited (b) Variation Agreement dated 5 November 2015 varying turbine configuration, providing site specific details, incorporating intertripping into the scope and varying the Time Schedule
	Power Purchase Agreement	PPA	Npower Ltd	08/04/2015	Export tariff	N/A
	FIT Agreement	FIT Statement of Terms	Npower Ltd		Pending	N/A
	Operational Services Administration Agreement	Administration Contract	Thalia Power Limited	06/05/2016		N/A



GVO Wind No. 40 Limited	Connection Agreement	Grid Connection Documents	Western Power Distribution (South Wales) plc	Pending	N/A
	Operations and Maintenance Sub-Contract	Asset Management Contract	Becon Project Management & Consultancy Services Limited	06/10/2016	N/A
	Loan Agreement	Intercompany Loan Agreement	GVO Wind Limited	05/11/2015	N/A
	Turbine Supply Agreement	Construction Document	Emergya Wind Technologies UK Limited	28/01/2016	N/A
	Maintenance and Service Agreement	O&M Contract	Emergya Wind Technologies UK Limited	28/01/2016	N/A
	Power Purchase Agreement	PPA	Npower Ltd	Pending	N/A
	FIT Agreement	FIT Statement of Terms	Npower Ltd	Pending	N/A
	Operational Services Administration Agreement	Administration Contract	Thalia Power Limited	05/06/2016	N/A
	Loan Agreement	Intercompany Loan Agreement	GVO Wind Limited	04/04/2016	N/A
	Operations and Maintenance Sub-Contract	Asset Management Contract	Becon Project Management & Consultancy Services Limited	06/10/2016	N/A
GVO Wind No. 41 Limited	Connection Agreement	Grid Connection Documents	Scottish Hydro Electric Power Distribution PLC	03/10/2016	N/A
	Turbine Supply Agreement	Construction Document	Emergya Wind Technologies UK Limited	12/02/2016	N/A
	Maintenance and Service Agreement	O&M Contract	Emergya Wind Technologies UK Limited	12/02/2016	N/A
	Power Purchase Agreement	PPA	Npower Ltd	Export tariff	N/A
	FIT Agreement	FIT Statement of Terms	Npower Ltd	Pending	N/A
	Operational Services Administration Agreement	Administration Contract	Thalia Power Limited	06/05/2016	N/A
	Bespoke Connection Agreement	Grid Connection Documents	Electricity North West Limited	06/10/2016	N/A

GVO Wind No. 42 Limited	Operations and Maintenance Sub-Contract	Asset Management Contract	Becon Project Management & Consultancy Services Limited	06/10/2016	N/A
	Loan Agreement	Intercompany Loan Agreement	GVO Wind Limited	04/04/2016	N/A
	Turbine Supply Agreement	Construction Document	Enercon GmbH	02/02/2016	N/A
	Enercon PartnerKonzept	O&M Contract	Enercon GmbH	07/03/2016	N/A
	Power Purchase Agreement	PPA	Npower Ltd	Export tariff	N/A
	FIT Agreement	FIT Statement of Terms	Npower Ltd	Pending	N/A
	Operational Services Administration Agreement	Administration Contract	Thalia Power Limited	06/05/2016	N/A
	Connection Agreement	Grid Connection Documents	Western Power Distribution (South West) plc	08/09/2016	N/A
	Operations and Maintenance Sub-Contract	Asset Management Contract	Becon Project Management & Consultancy Services Limited	06/10/2016	N/A
	Loan Agreement	Intercompany Loan Agreement	GVO Wind Limited	04/04/2016	N/A
GVO Wind No. 43 Limited	Turbine Supply Agreement	Construction Document	Emergya Wind Technologies UK Limited	15/02/2016	N/A
	Maintenance and Service Agreement	O&M Contract	Emergya Wind Technologies UK Limited	15/02/2016	N/A
	Power Purchase Agreement	PPA	Npower Ltd	Export tariff	N/A
	FIT Agreement	FIT Statement of Terms	Npower Ltd	Pending	N/A
	Operational Services Administration Agreement	Administration Contract	Thalia Power Limited	03/08/2016	N/A
	Connection Agreement	Grid Connection Documents	Scottish Hydro Electric Power Distribution PLC	22/07/2016	N/A
	Operations and Maintenance Sub-Contract	Asset Management Contract	Becon Project Management & Consultancy Services Limited	06/10/2016	N/A

GVO Wind No. 44 Limited	Loan Agreement	Intercompany Loan Agreement	GVO Wind Limited	25/07/2016	N/A
	Turbine Supply Agreement	Construction Document	Emergya Wind Technologies UK Limited	15/02/2016	N/A
	Maintenance and Service Agreement	O&M Contract	Emergya Wind Technologies UK Limited	15/02/2016	N/A
	Power Purchase Agreement	PPA	Npower Ltd	Export tariff	N/A
	FIT Agreement	FIT Statement of Terms	Npower Ltd	Pending	N/A
	Operational Services Administration Agreement	Administration Contract	Thalia Power Limited	03/08/2016	N/A
	Connection Agreement	Grid Connection Documents	Scottish Hydro Electric Power Distribution PLC	22/07/2016	N/A
	Operations and Maintenance Sub-Contract	Asset Management Contract	Becon Project Management & Consultancy Services Limited	06/10/2016	N/A
	Loan Agreement	Intercompany Loan Agreement	GVO Wind Limited	25/07/2016	N/A

## Part B – Land Leases

ProjectCo	Agreement	Equivalent defined term in Debenture	Counterparty	Date	Details of any variation or novation
GVO Wind No. 1 Ltd	Lease	Land Lease	(1) Malcolm Haycox and Christine Sara Hyacox as Partners of and Trustees for the Firm of M & C S Haycox (2) Malcoml Haycox and Christine Sara Haycox	06/04/2013	N/A
GVO Wind No. 2 Limited	Lease	Land Lease	Mr Robert Roy McCarlie and Mrs Martha Shearer Millar	25/06/2012	N/A

				or McCarlie			
GVO Wind No. 3 Limited	Lease		Land Lease	Christopher John Day	26/06/2012	N/A	
GVO Wind No. 5 Limited	Lease		Land Lease	Robert Collingham (Combs Farm) Limited	01/10/2012	N/A	
GVO Wind No. 6 Limited	Lease		Land Lease	William Wilson Frame and Mrs Phyllis Margaret Cowan or Frame	31/08/2013	N/A	
GVO Wind No. 7 Limited	Lease		Land Lease	David Richardson Hamilton and Mrs Isabella Hamilton		Amendment Agreement dated 12/01/2015 editing loan amount	
GVO Wind No. 9 Ltd	Income Share Agreement		Land Lease	Glentore Renewables Limited	07/09/2015	N/A	
GVO Wind No. 10 Limited	Lease		Land Lease	Mrs Anne Mary Macdonald with consent of Mr Murdo Alexander Macdonald	29/07/2013	N/A	
GVO Wind No. 11 Limited	Lease		Land Lease	Hector William Munro and Others as Partners of the Firm of Hector Munro & Partners	12/06/2013	N/A	
GVO Wind No. 12 Limited	Lease		Land Lease	Hector William Munro and Others as Partners of the Firm of Hector Munro & Partners	24/07/2013	N/A	
GVO Wind No. 13 Limited	Lease		Land Lease	Hugh Meikle and William Orr Meikle	15/01/2014	N/A	
	Lease		Land Lease	Kenneth Watt and Claire Meikle	02/04/2014	N/A	
	Lease		Land Lease	(1) MICHAEL JOHN GRAEME REID, DAVID ALEXANDER GRAEME REID, ROSEMARY AMANDA REID (2) CRUIVIE & BRIGHOUSE LIMITED	15/09/2013	N/A	

Durpley WT Limited	Lease		Land Lease	Annie Elizabeth Ley, Maurice Edward Ley and Daniel John Ley	12/05/2014	N/A
GVO Wind No. 16 Limited	Lease		Land Lease	Peter Thompson and Lynn Thompson	19/09/2014	N/A
GVO/CME Wind No.17 Limited	Lease		Land Lease	Christopher Lewis Heard and Helen Elizabeth Heard	09/06/2014	N/A
GVO/CME Wind No.18 Limited	Lease		Land Lease	1) M.I.N.E Wind Limited 2) Arthur Thomas Smith 3) Martin Smith and Rosemary Smith and Arthur Thomas Smith	27/06/2014	N/A
Weston Town WT Limited	Lease		Land Lease	Roger John Masters and Wendy Edwina Masters	09/06/2014	N/A
GVO Wind No. 20 Limited	Underlease		Land Lease	Steven Palmer	17/06/2014	N/A
GVO Wind No. 21 Limited	Underlease		Land Lease	(1) Michael Palmer (2) Steven Palmer	17/06/2014	N/A
GVO Wind No. 22 Limited	Lease		Land Lease	Kathryn Rosemary Brimacombe and Andrew Mark Brimacombe	19/03/2015	N/A
GVO Wind No. 23 Limited	Lease		Land Lease	Robert Mcpherson Fulton Watson	18/11/2014	N/A
GVO Wind No. 24 Limited	Lease		Land Lease	Barry Llewellyn Davies	06/11/2014	N/A
GVO Wind No. 29 Limited	Lease		Land Lease	Hector Mcaskill and Marjorie Fiona Cameron or Mcaskill	15/09/2014	(1) Minute of Variation of Lease dated 3/12/2014 varying the lease plan (2) Assignment of

							Lease from Temporis Wind Limited to GVO Wind No. 29 Limited dated 28/11/2014
GVO Wind No. 30 Limited	Lease	Land Lease			Peel Land and Property (Ports) Limited	06/05/2015	N/A
GVO Wind No. 32 Limited	Lease	Land Lease			John Cousar and Lorraine Yvonne Cousar	20/04/2015	N/A
Warren WT Limited	Lease	Land Lease			John Harrison and Susan Irene Harrison	06/02/2015	N/A
GVO Wind No. 35 Limited	Lease	Land Lease			D.W. LTD	25/09/2015	N/A
GVO Wind No. 36 Limited	Lease	Land Lease			John William Bevan	06/11/2015	N/A
GVO Wind No. 39 Limited	Lease	Land Lease			Adrian Hugh Phillips & Lynette Sarah Phillips		Assignment Agreement dated 14/09/2016 from Temporis Wind Limited to GVO Wind No. 39 Limited
GVO Wind No. 40 Limited	Lease	Land Lease			Mackeznei Farming Limited	10/12/2015	N/A
	Lease	Land Lease			John Angus Mackay and Angus Hood MacKay	Pending	N/A
	Lease	Land Lease			Tracey Ann Howard or Anderson	Pending	N/A
	Lease	Land Lease			Janette Barnie Sutherland or Rylie	Pending	N/A
	Lease	Land Lease			Summerlease Limited	Pending	N/A
GVO Wind No. 41 Limited	Lease	Land Lease			Heysham Port Limited	07/03/2016	N/A

GVO Wind No. 42 Limited	Lease	Land Lease	Nicholas Durman Maiklem & Alison Maiklem	18/04/2016	N/A
GVO Wind No. 43 Limited	Lease	Land Lease	William Middleton	11/07/2016	(a) Assignment Agreement dated 25/07/2016 from Wind Harvest Limited to GVO Wind No 43 Limited
GVO Wind No. 44 Limited	Lease	Land Lease	John Leslie Horner and Brenda Doreen Horner	11/07/2016	(a) Assignment Agreement dated 25/07/2016 from Wind Harvest Limited to GVO Wind No 44 Limited

**Schedule 4****Securities**

<u>Obligor</u>	<u>Subsidiary</u>	<u>Percent Interest</u>	<u>Shares charged</u>
GVO Wind Limited	GVO Wind F-1 Limited	100%	301002
GVO Wind Limited	GVO Wind No. 1 Limited	100%	1000
GVO Wind Limited	GVO Wind No. 7 Limited	100%	2
GVO Wind Limited	GVO Wind No. 9 Limited	100%	100
GVO Wind Limited	GVO Wind No. 10 Limited	100%	1000
GVO Wind Limited	GVO Wind No. 11 Limited	100%	1000
GVO Wind Limited	GVO Wind No. 12 Limited	100%	100
GVO Wind Limited	GVO Wind No. 13 Limited	100%	1000
GVO Wind Limited	GVO Wind No. 16 Limited	100%	2
GVO Wind Limited	GVO Wind No. 20 Limited	100%	2
GVO Wind Limited	GVO Wind No. 21 Limited	100%	2
GVO Wind Limited	GVO Wind No. 22 Limited	100%	2



GVO Wind Limited	GVO Wind No. 23 Limited	100%	2
GVO Wind Limited	GVO Wind No. 24 Limited	100%	2
GVO Wind Limited	GVO Wind No. 29 Limited	100%	2
GVO Wind Limited	GVO Wind No. 30 Limited	100%	2
GVO Wind Limited	GVO Wind No. 32 Limited	100%	2
GVO Wind Limited	GVO Wind No. 35 Limited	100%	2
GVO Wind Limited	GVO Wind No. 36 Limited	100%	2
GVO Wind Limited	GVO Wind No. 39 Limited	100%	2
GVO Wind Limited	GVO Wind No. 40 Limited	100%	2
GVO Wind Limited	GVO Wind No. 41 Limited	100%	2
GVO Wind Limited	GVO Wind No. 42 Limited	100%	2
GVO Wind Limited	GVO Wind No. 43 Limited	100%	2
GVO Wind Limited	GVO Wind No. 44 Limited	100%	2
GVO Wind Limited	Durpley WT Limited	50%	365
GVO Wind Limited	GVO/CME Wind No. 17 Limited	50%	364

GVO Wind Limited	GVO/CME Wind No. 18 Limited	50%	364
GVO Wind Limited	Weston Town WT Limited	50%	364
GVO Wind Limited	Warren WT Limited	50%	365
GVO Wind F-1 Limited	GVO Wind No. 2 Limited	100%	100,000
GVO Wind F-1 Limited	GVO Wind No. 3 Limited	100%	100,000
GVO Wind F-1 Limited	GVO Wind No. 5 Limited	100%	1000
GVO Wind F-1 Limited	GVO Wind No. 6 Limited	100%	100,000

**Schedule 5****Accounts**

<b>Account Name</b>	<b>Account Number</b>	<b>Currency</b>	<b>Bank Name</b>
PROCEEDS ACCOUNT	500000 - 26937115	GBP	National Westminster Bank plc
RESERVE ACCOUNT	500000 - 26937158	GBP	National Westminster Bank plc
GVO WIND LTD	400515-73527502	EUR	HSBC Bank plc
GVO WIND LTD	400530-64284194	GBP	HSBC Bank plc
GVO WIND NO 1 LIMITED	400515-73453006	EUR	HSBC Bank plc
GVO WIND NO 1 LIMITED	400530-34277864	GBP	HSBC Bank plc
GVO WIND NO 2 LIMITED	400515-73449549	EUR	HSBC Bank plc
GVO WIND NO 2 LIMITED	400530-84277996	GBP	HSBC Bank plc
GVO WIND NO.3 LIMITED	400515-73449404	EUR	HSBC Bank plc
GVO WIND NO 3 LTD	400530-74278046	GBP	HSBC Bank plc
GVO WIND NO 5 LTD	400515-73527502	EUR	HSBC Bank PLC
GVO WIND NO 5 LTD	400530-24287428	GBP	HSBC Bank PLC
GVO WI NO. 7 GBP CURRENT	206611 - 83413899	EUR	Barclays Bank PLC
GVO WI NO. 7 GBP CURRENT	206611-03124967	GBP	Barclays Bank PLC
ATHRIS WIND NO.6 LTD	400515-73453014	EUR	HSBC Bank plc
ATHRIS WIND NO.6 LTD	400530-84280172	GBP	HSBC Bank plc
GVO WIND NO 9 LTD	400515-73972831	EUR	HSBC Bank plc
GVO WIND NO 9 LTD	400530-14346572	GBP	HSBC Bank plc
GVO WIND NO 10 LIMITED	400515-74060437	EUR	HSBC Bank plc
GVO WIND NO 10 LIMITED	400530-04364619	GBP	HSBC Bank plc
GVO WIND NO 11 LIMITED	400515-74268011	EUR	HSBC Bank plc
GVO WIND NO 11 LIMITED	400530-84392787	GBP	HSBC Bank plc

GVO WIND NO 12 LIMITED	400515-74271886	EUR	HSBC Bank plc
GVO WIND NO 12 LIMITED	400530-24394216	GBP	HSBC Bank plc
GVO WIND NO 13 LIMITED	400515-74268290	EUR	HSBC Bank plc
GVO WIND NO 13 LIMITED	400530-94393171	GBP	HSBC Bank plc
DURPLEY WT LIMITED	400515-74461446	EUR	HSBC Bank plc
DURPLEY WT LIMITED	400520-51869108	GBP	HSBC Bank plc
GVO WIND NO 16 LIMITED	400515-74876238	EUR	HSBC Bank plc
GVO WIND NO 16 LIMITED	400409-82145367	GBP	HSBC Bank plc
GVO CME WIND NO 17 LIMITED	400515-74804631	EUR	HSBC Bank plc
GVO CME WIND NO 17 LIMITED	400409-82138263	GBP	HSBC Bank plc
GVO CME WIND NO. 18 LIMITED	400515-74806041	EUR	HSBC Bank plc
GVO CME WIND NO. 18 LIMITED	400409-02137585	GBP	HSBC Bank plc
WESTON TOWN WT LTD	400515-74815042	EUR	HSBC Bank plc
WESTON TOWN WT LTD	400409-42141183	GBP	HSBC Bank plc
GVO WIND NO 20 LIMITED	400515-74853776	EUR	HSBC Bank plc
GVO WIND NO 20 LIMITED	400409-42142074	GBP	HSBC Bank plc
GVO WIND NO 21 LIMITED	400515-74855618	EUR	HSBC Bank plc
GVO WIND NO 21 LIMITED	400409-62143127	GBP	HSBC Bank plc
GVO WIND NO.22 LTD	206611 - 59268611	EUR	Barclays Bank PLC
GVO WIND NO.22 LTD	206611 - 53513424	GBP	Barclays Bank PLC
GVO WIND NO. 23 LTD	206611 - 68557511	EUR	Barclays Bank PLC
GVO WIND NO. 23 LTD	206611 - 63682870	GBP	Barclays Bank PLC
GVO WIND NO 24 LIMITED	400515-74861349	EUR	HSBC Bank plc
GVO WIND NO 24 LIMITED	400409-72144115	GBP	HSBC Bank plc
GVO WIND NO.29 LTD	206611 - 74145022	EUR	Barclays Bank PLC

GVO WIND NO.29 LTD	206611 - 53066282	GBP	Barclays Bank PLC
GVO WI NO 30 GBP CURRENT	206611 - 83473322	EUR	Barclays Bank PLC
GVO WI NO 30 GBP CURRENT	206611-83223531	GBP	Barclays Bank PLC
GVO WI NO 32 LTD	206611 - 74332577	EUR	Barclays Bank PLC
GVO WI NO 32 LTD	206611-93027864	GBP	Barclays Bank PLC
WARREN WT LTD	206611 - 68696266	EUR	Barclays Bank PLC
WARREN WT LTD	206611-93687295	GBP	Barclays Bank PLC
GVO WIND NO. 35 LIM	206611-87348499	EUR	Barclays Bank PLC
GVO WIND NO. 35 LTD	206611 - 73997987	GBP	Barclays Bank PLC
GVO WIND NO. 36 LTD	206611-52255288	EUR	Barclays Bank PLC
GVO WIND NO. 36 LTD	206611 - 73177564	GBP	Barclays Bank PLC
GVO WI NO 39 LTD CAC	206611 - 83138887	GBP	Barclays Bank PLC
GVO WIND NO. 40 LTD	206611-59778677	EUR	Barclays Bank PLC
GVO WIND NO. 40 LTD	206611- 03424839	GBP	Barclays Bank PLC
GVO WIND NO. 41 LTD	206611 - 46869577	EUR	Barclays Bank PLC
GVO WIND NO. 41 LTD	206611 - 23680436	GBP	Barclays Bank PLC
GVO WIND NO. 42 LTD	206611-52506899	EUR	Barclays Bank PLC
GVO WIND NO. 42 LTD	206611 - 33804232	GBP	Barclays Bank PLC
GVO WIND NO. 43 LTD	206611 - 03529835	GBP	Barclays Bank PLC
GVO WIND NO. 44 LTD	206611-03685918	GBP	Barclays Bank PLC

## Schedule 6

### Part A - Notice and acknowledgement – Relevant Agreement

To: [Name of counterparty to Agreements]

From: [Obligor]

And NIBC Bank N.V. as **Security Agent** (as agent and trustee for the Secured Parties)

Date: [●]

Dear Sirs

#### **NOTICE OF ASSIGNMENT**

We refer to the [describe agreement(s)] made between ourselves and you on [date] [for the provision of [briefly describe agreement if necessary] (the "**Specified Agreements**")].

We hereby give you notice that pursuant to a debenture dated [●], and made between, amongst others ourselves and NIBC Bank N.V as Security Agent (as agent and trustee for the Secured Parties) (such debenture, as it may from time to time be amended, assigned, novated or supplemented, being below called the "**Debenture**"), we have assigned and charged and agreed to assign and charge, to the Security Agent (as agent and trustee for the Secured Parties), all our rights, title, interest and benefit, present and future, under, to and in the Specified Agreements.

Words and expressions defined in the Debenture shall have the same meaning when used in this Notice.

Please note the following:

- 1 We shall at all times remain solely liable to you for the performance of all of the obligations assumed by us under or in respect of the Specified Agreements. Neither the Security Agent nor any of the Secured Parties will be under any liability or obligation of any kind in the event of any breach or failure by us to perform any obligation under the Specified Agreements;
- 2 We irrevocably and unconditionally instruct you to pay the full amount of any sum which you are (or would, but for the Debenture, be) at any time obliged to pay to us under or in respect of the Specified Agreements as follows:
  - (i) unless and until the Security Agent gives you notice in writing that an Enforcement Event has occurred and is continuing, in accordance with our instructions; and

- (ii) at any time after the Security Agent gives you notice in writing that an Enforcement Event has occurred and is continuing, to such bank account or otherwise as the Security Agent may from time to time direct.

The Security Agent has agreed that, notwithstanding the Debenture, we remain entitled to exercise all of the rights, powers, discretions and remedies which would (but for the Debenture) be vested in us under and in respect of the Specified Agreements unless and except to the extent that the Security Agent gives you notice in writing that an Enforcement Event has occurred and is continuing. Upon and after the giving of any such notice, the Security Agent shall be entitled to exercise and give directions regarding the exercise of all or any of those rights, powers, discretions and remedies (to the exclusion of us and to the exclusion of any directions given at any time by or on behalf of us) to the extent specified in the notice from the Security Agent.

We have irrevocably and unconditionally appointed the Security Agent to be our attorney to do (among other things) all things which we could do in relation to the Specified Agreements.

We confirm to you that:

- 1 in the event of any conflict between communications received from us and from the Security Agent, you shall treat the communication from the Security Agent as prevailing over the communication from us;
- 2 you are and will at all times be permitted to assume and rely upon the correctness of anything communicated to you by the Security Agent including without limitation statements as to the occurrence of an Enforcement Event; and none of the instructions, authorisations and confirmations in this notice can be revoked or varied in any way except with the Security Agent's specific prior written consent.

This notice and any non-contractual obligations arising out of or in connection with this notice shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice, and confirm your agreement to it, by executing and returning to the Security Agent an original copy of the Form of Acknowledgement attached to this notice of assignment.

Yours faithfully

---

For and on behalf of **[Obligor]**

---

Acknowledged for and on behalf of NIBC Bank N.V

**Security Agent (as agent and trustee for the Secured Parties)**



Annex 1 – Obligors

[●]

Part B - Form of acknowledgement

## [LETTERHEAD OF COUNTERPARTY TO SPECIFIED AGREEMENTS]

To: NIBC Bank N.V (Security Agent) (as agent and trustee for the Secured Parties)

Address: 11th Floor, 125 Old Broad Street, London EC2N 1AR

Attn: [●]

To: The [Obligor]

Address: [●]

Attn: [●]

Dear Sirs

We acknowledge receipt of the notice dated [●], a copy of which is attached to this letter (the "**Notice**"). Words and expressions defined in the Notice have the same meanings in this letter.

We confirm to you:

- 1 We consent to the assignment of the Specified Agreements and have noted, and will act in accordance with, the terms of the Notice.
- 2 We have not previously received notice of any other assignment of the Specified Agreements and we are not aware of any interest of any third party in any of the Obligors' rights, benefits, interests or claims under or in respect of the Specified Agreements [except for [●]].
- 3 We irrevocably and unconditionally agree to pay the full amount of any sum which we are (or would, but for the Debenture, be) at any time obliged to pay under or in respect of the Specified Agreements:
  - (a) unless and until the Security Agent gives us notice in writing that an Enforcement Event has occurred and is continuing, in accordance with the Obligors' instructions; and
  - (b) at any time after the Security Agent gives us notice in writing that an Enforcement Event has occurred and is continuing, to such bank account or otherwise as the Security Agent may from time to time direct.

- 4 We will comply with the terms of the Notice.

We acknowledge that the Obligors shall at all times remain solely liable to us for the performance of all of the obligations assumed by it under the Specified Agreements, and that neither the Security Agent nor any other Secured Party is or will be under any liability or

obligation whatever in the event of any breach or failure by any of the Obligors to perform its obligations under the Specified Agreements.

This letter and any non-contractual obligations arising out of or in connection with this letter shall be governed by and construed in accordance with English law.

Yours faithfully

For and on behalf of [*counterparty to Specified Agreements*]

**Schedule 7****Part A - Notice and acknowledgment – Designated Insurance Policy**

To: [Name of Insurers]

From: [Name of Obligor] (the "**Obligor**")/[Each of the obligors listed in Annex 1 (the "**Obligors**")]

And NIBC Bank N.V. as Security Agent (as agent and trustee for the Secured Parties)

Date: [●]

Dear Sirs

**NOTICE OF ASSIGNMENT**

We hereby give you notice that pursuant to a debenture dated [●], and made between, [amongst others] ourselves and the Security Agent as agent and trustee for the Secured Parties (such debenture, as it may be amended, assigned, novated or supplemented from time to time, being below called the "**Debenture**"), we have assigned and charged and agreed to assign and charge to the Security Agent as agent and trustee for itself and for the benefit of the Secured Parties all our rights, title, benefits, interests and claims, present and future, in and to the following insurances (the "**Insurance Contracts**") and all moneys or proceeds of any claims which at any time may be or become due to or received by us under or pursuant to those Insurance Contracts and together with the Insurance Contracts (the "**Assigned Property**"):

***[insert details of insurance contracts here]***

Words and expressions defined in the Debenture shall, unless otherwise defined herein, have the same meaning in this Notice.

We confirm to you:

We shall at all times remain solely liable to you for the performance of all of the obligations assumed by us under or in respect of the Insurance Contracts (including, without limitation, the payment of all premiums, calls, contributions or other sums from time to time payable in respect of the Insurances).

We irrevocably and unconditionally instruct you to pay all moneys including, without limitation, the proceeds of all claims which at any time may be or would, but for the Debenture, be or become payable by you to us under or in respect of the Insurance Contracts to the Security Agent (or as it shall direct) as follows:

- 1 unless and until the Security Agent gives you notice in writing that an Enforcement Event has occurred and is continuing, in accordance with the loss payable clause contained in the relevant policy(ies) of insurance; and
- 2 at any time after the Security Agent gives you notice in writing that an Enforcement Event has occurred and is continuing, to such bank account or otherwise as the Security Agent may from time to time direct.

The Security Agent has agreed that, notwithstanding the Debenture, we remain entitled to exercise all the rights, powers, discretions and remedies which would (but for the Debenture) be vested in us under and in respect of the Assigned Property and you should continue to give notices under the Insurance Contracts to us unless and except to the extent that the Security Agent gives you notice in writing that an Enforcement Event has occurred and is continuing. Upon and after the giving of any such notice, the Security Agent shall be entitled to exercise and give directions regarding the exercise of all or any of those rights, powers, discretions and remedies (to the exclusion of us and to the exclusion of any directions given at any time by or on behalf of us) to the extent specified in the notice from the Security Agent.

We have irrevocably and unconditionally appointed the Security Agent to be our attorney and to do (among other things) all things which we could do in relation to the Assigned Property.

We confirm to you that:

- 1 in the event of any conflict between communications received from us and from the Security Agent, you shall treat the communication from the Security Agent as prevailing over the communication from us; and
- 2 you are and will at all times be permitted to assume and rely upon the correctness of anything communicated to you by the Security Agent including without limitation statements as to the occurrence of an Enforcement Event; and none of the instructions, authorisations and confirmations in this notice can be revoked or varied in any way except with the Security Agent's specific prior written consent.

This notice and any non-contractual obligations arising out of or in connection with this notice shall be governed by and construed in accordance with English law.

[Please acknowledge receipt of this notice and confirm that you will comply with the other provisions of this notice by executing and returning an original copy of the Form of Acknowledgement attached to this Notice to the Security Agent at [address].]

Yours faithfully

---

For and on behalf of [Obligor/Obligors]

---

For and on behalf of NIBC Bank N.V.

**Security Agent (as agent and trustee for itself and for the benefit of the Secured Parties)**

[Annex 1 – Obligors

[●]

[Part B – Form of acknowledgement]

## [LETTERHEAD OF UNDERWRITER/INSURANCE COMPANY]

To: NIBC Bank N.V. (Security Agent) (as agent and trustee for itself and for the Secured Parties)

Address: 11th Floor, 125 Old Broad Street, London EC2N 1AR

Attn: [●]

To: [Name of Obligor]/[The Obligors as listed in Annex 1 to the Notice]

Address: [●]

Attn: [●]

Dear Sirs

We acknowledge receipt of a Notice of Assignment dated [●], (the "**Notice**"), a copy of which is attached, and agree to be bound by its terms and conditions. Words and expressions defined in the Notice shall have the same meanings in this letter.

In consideration of the Security Agent (acting for itself and the other Secured Parties) approving and continuing to approve the placement of insurances with us from time to time, we undertake and confirm to you:

1. We agree to ensure and procure that any and all claims, proceeds or other moneys payable under or in respect of the Assigned Property are paid in accordance with the required loss payable provisions in the relevant policy(ies) or otherwise as directed in the Notice.
2. We confirm that we have not, as at the date of this letter, received notice that any other person has or will have any right or interest whatsoever in, or has made or will be making any claim or demand or be taking any action against the Assigned Property or any part thereof [except for [●]], and if, after the date hereof, we receive any such notice, we shall immediately give written notice thereof to the Security Agent.
3. We confirm that we will use reasonably endeavours not to permit the Insurance Contracts (as such term is defined in the notice) to lapse or attempt to avoid any Insurance Contract or reduce or restrict any insurance cover without giving the Security Agent at least [30] days' prior notice.
4. We confirm that as against the Security Agent no Insurance Contract will be rendered void or unenforceable by reason of any act, omission, breach of warranty or non-disclosure by it or us.



5. We acknowledge that neither the Security Agent nor any other Secured Party shall at any time be liable for the relevant premiums relating to any Insurance Contract and that the Obligor[s] will remain solely liable for any such premiums.
6. We will comply with the terms of the Notice.

This acknowledgment and any non-contractual obligations arising out of or in connection with this acknowledgement shall be governed by and construed in accordance with English law.

Yours faithfully

For and on behalf of [**Name of broker/underwriter/insurance company**]

**Schedule 8****Part A - Notice and acknowledgement – bank account**

To: [Name of account bank/Custodian]

From: [Name of Obligor] (the "**Obligor**")/[Each of the obligors listed in Annex 1 (the "**Obligors**")]

And NIBC Bank N.V. as **Security Agent** (as agent and trustee for the Secured Parties)

Date: [●]

Dear Sirs

**NOTICE OF ASSIGNMENT**

We hereby give you notice that pursuant to a debenture dated [●] made between, [amongst others] ourselves and the Security Agent as agent and trustee for itself and the other Secured Parties (such debenture, as it may from time to time be amended, assigned, novated or supplemented, being below called the "**Debenture**") we have assigned and agreed to assign to the Security Agent all our rights, title, benefits and interests, present and future, under and in respect of the Bank Account[s] detailed below (together the "**Bank Account[s]**"), including (in each case) all moneys from time to time standing to the credit of, all debts from time to time represented by, the Bank Account[s] and all other rights from time to time accruing to or arising in connection with any of the Bank Account[s]:

**Bank Account:** [●]

**Bank Account Number:** [●]

**Sort Code:** [●]

*[Give details of each Bank Account]*

Words and expressions defined in the Debenture shall, unless otherwise defined herein, have the same meaning in this Notice.

We and the Security Agent hereby authorise and instruct you as follows:

- 1 to disclose to the Security Agent without any reference or further authority from us and without any enquiry by you as to the justification for such disclosure, such information relating to [the/any] Bank Account[s] and the moneys from time to time deposited in or standing to the credit of such Bank Account[s] as the Security Agent may at any time and from time to time request you to disclose to it;

- 2 to hold all moneys from time to time deposited in or standing to the credit of such Bank Account[s] to the order of the Security Agent and to pay or release all or any part of such moneys in accordance with the written instructions of the Security Agent from time to time [(although pending receipt of any such instructions, you should continue to deal with us in relation to all matters relating to the Bank Account)]<sup>1</sup>;
- 3 [to comply with the terms of any written notice or instructions you receive at any time and from time to time from the Security Agent in any way relating to the Debenture or the Bank Account[s] or any moneys from time to time deposited in or standing to the credit of the Bank Account[s] without any reference or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction.]<sup>2</sup>
- 4 [to comply with the terms of any written notice or instructions you receive from time to time from the Security Agent in any way relating to the Debenture or the Bank Account[s] (although pending receipt of any such instructions, you should continue to deal with us in relation to all matters relating to the Bank Account).]<sup>3</sup>

The Security Agent has agreed that we may withdraw any moneys from any Bank Account[s] without any reference or further authority from the Security Agent except to the extent that the Security Agent gives you notice in writing to the contrary. Upon and after the giving of such notice, we shall cease to be entitled to make any such withdrawals to the extent specified in that notice.

Please also note that these instructions are not to be revoked or varied without the prior written consent of the Security Agent.

We confirm that:

- 1 in the event of any conflict between communications received from us and from the Security Agent you shall treat the communication from the Security Agent as prevailing over the communication from us; and
- 2 you are and will at all times be permitted to assume and rely on the correctness of anything communicated to you by the Security Agent including but not limited to statements as to the occurrence of an Enforcement Event and none of the instructions, authorisations and confirmations in this Notice can be revoked or varied in any way except with the Security Agent's specific prior consent (provided in writing).

<sup>1</sup> in respect of unblocked accounts only

<sup>2</sup> in respect of blocked accounts

<sup>3</sup> in respect of unblocked accounts only

Please acknowledge receipt of this notice and confirm your agreement to it, by executing and returning to the Security Agent an original copy of the Form of Acknowledgement attached to this notice of assignment.

This notice and any non-contractual obligations arising out of or in connection with this notice shall be governed by and construed in accordance with English law.

Yours faithfully

---

For and on behalf of **[Obligor/Obligors]**

---

Acknowledged for and on behalf of NIBC Bank N.V.

**Security Agent (as agent and trustee for the Secured Parties)**

[Annex 1 – Obligors

[●]

[Part B – Form of acknowledgement]*[LETTERHEAD OF BANK ACCOUNT BANK/CUSTODIAN]*

To: NIBC Bank N.V. (Security Agent as agent and trustee for the Secured Parties)

Address: 11th Floor, 125 Old Broad Street, London EC2N 1AR

Attn: [●]

To: [Name of Obligor] (the "**Obligor**")/[The Obligors as listed in Annex 1 to the Notice]

Address: [●]

Attn: [●]

Dear Sirs

We acknowledge receipt of the notice dated [●], a copy of which is attached to this letter (the "**Notice**"). Words and expressions defined in the Notice have the same meanings in this letter.

We confirm that:

- 1 we acknowledge and consent to the assignment of the Bank Account[s] and have noted, and will act in accordance with, the terms of the Notice;
- 2 there does not exist in our favour, and we undertake not to create, assert, claim or exercise, any mortgage, fixed or floating charge, encumbrance, assignment or other security interest of any kind, or any agreement or arrangement having substantially the same effect as any of the foregoing over or with respect to any moneys standing to the credit of, or received by us to be credited to, any [of the] Bank Account[s] (or any part thereof);
- 3 we have not, as at the date hereof, received any notice that any third party has or will have any right or interest whatsoever in, or has made or will be making any claim or demand or be taking any action whatsoever against [any of] the [Obligor's/Obligors'] rights, benefits, interests or claims under or in respect of the Bank Account[s] (or any part thereof), and if, after the date hereof, we receive any such notice, we shall immediately give written notice thereof to the Security Agent; and
- 4 we will comply with the terms of the Notice.

This acknowledgment and any non-contractual obligations arising out of or in connection with this acknowledgment shall be governed by and construed in accordance with English law.

Yours faithfully

For and on behalf of [***name of account bank***]

**Schedule 9****Notice and acknowledgement – Land Leases**

**To:** *[Name of Landlord]* of *[Address]* (the Landlord)

**From:** *[Name of Obligor]* of *[Address]* (the Tenant).

**NOTICE OF CHARGE**

**Lease:** a lease of the Property dated [●] and made between *[Name of Original Landlord]* and *[Name of Original Tenant]*.

**Property:** *[Brief description of the property]* as more particularly described in the Lease.

We hereby give you notice that pursuant to a debenture dated [●], and made between, amongst others ourselves and NIBC Bank N.V as Security Agent (as agent and trustee for the Secured Parties) as it may from time to time be amended, assigned, novated or supplemented, we have charged and agreed to charge, to the Security Agent (as agent and trustee for the Secured Parties), all our rights, title, interest and benefit, present and future, under, to and in the Lease.

Please acknowledge receipt of this notice by signing and returning the enclosed copy notice.

Yours faithfully,

.....

Tenant

Date .....

We acknowledge receipt of the notice of which this is a copy.

.....

for and on behalf of the Landlord



## EXECUTION PAGES

## OBLIGORS

Executed as a Deed by )

**GVO Wind Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

ALISON LOGAN

SOLICITOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO Wind No. 1 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

ALISON LOGAN

SOLICITOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO Wind No. 2 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

AUSON LOGAN

SOLICITOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO Wind No. 3 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

AUSON LOGAN

SOLICITOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO Wind No. 5 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

AUSON LOGAN

SOLITOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO Wind No. 6 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

AUSON LOGAN

SOLITOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO Wind No. 7 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

AUSON LOGAN

SECTOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO Wind No. 9 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

AUSON LOGAN

SECTOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO Wind No. 10 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

AUSON LOGAN

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO Wind No. 11 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

AUSON LOGAN

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO Wind No. 12 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

AUSON LOGANO

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO Wind No. 13 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

AUSON LOGANO

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO Wind No. 16 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

AUSON LOGAN

SOLICITOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO Wind No. 20 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

AUSON LOGAN

SOLICITOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO Wind No. 21 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

ALISON LOGAN

SOLICITOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO Wind No. 22 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

ALISON LOGAN

SOLICITOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX



Executed as a Deed by )

**GVO Wind No. 23 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

AUSON LOGAN

SOLICITOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO Wind No. 24 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

AUSON LOGAN

SOLICITOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO Wind No. 29 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

ALISON LOGAN

SOLICITOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO Wind No. 30 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

ALISON LOGAN

SOLICITOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO Wind No. 32 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

AULSON LOGAN

SOLICITOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO Wind No. 35 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

AULSON LOGAN

SOLICITOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO Wind No. 36 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

AUSON LOGAN

SOLICITOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO Wind No. 39 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

AUSON LOGAN

SOLICITOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO Wind No. 40 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

AUSON LOGAN

SOLICITOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO Wind No. 41 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

AUSON LOGAN

SOLICITOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO Wind No. 42 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

ALISON LOGAN

SOLICITOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO Wind No. 43 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

ALISON LOGAN

SOLICITOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO Wind No. 44 Limited** )

acting by )

In the presence of: Director

Witness

Name

Address

Occupation

Executed as a Deed by )

**GVO Wind F-1 Limited** )

acting by )

In the presence of: Director

Witness

Name

Address

Occupation

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**Durpley WT Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

AUSON LOGAN

SOLICITOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**GVO/CME Wind No. 17 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

AUSON LOGAN

SOLICITOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX



Executed as a Deed by )

**GVO/CME Wind No. 18 Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

AUSON LOGAN

SOLICITOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**Weston Town WT Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

AUSON LOGAN

SOLICITOR

BURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

Executed as a Deed by )

**Warren WT Limited** )

acting by )

Director

In the presence of:

Witness

Name

Address

Occupation

ALISON LEGAN

SOLICITOR

PURGES SALMON  
LLP  
ONE GLASS WHARF  
BRISTOL  
BS2 0ZX

SECURITY AGENT

Signed by SEAN RUTTER &  
CHRIS VAN NIEKERK

for and on behalf of **NIBC Bank N.V.**

).....

Authorised Signatory