Statement of satisfaction in full or in part of mortgage or charge

1. Company details
   - Company number: N1602158
   - Company name in full: Carn Hill Windfarm Limited (the "Company")

2. Creation of charge
   - Date charge created: 9892012
   - Description: Mortgage Debenture
   - Date of registration: 24072012

3. Name and address of chargee(s), or trustee(s) for the debenture holders
   - Name: Enercon GmbH (the "Lender")
   - Address: Dreekamp, Dreekamp 5, 26605 Aurich, Germany

   Postcode
   Name
   Address
   Postcode
   Name
   Address
   Postcode
Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

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

Short particulars

2.1 The Company as beneficial owner, as security for the payment and discharge of the Secured Obligations, HEREBY:

(a) (i) GRANTS AND DEMISES unto the Lender all that the property more particularly set out in Part I of Schedule 1 hereto to hold the same unto the Lender for the term of ten thousand years from the date hereof subject to the proviso for redemption hereinafter contained;

(ii) GRANTS AND DEMISES all that the property more particularly set out in Part II of Schedule 1 hereto to hold the same unto the Lender for the residue of the terms of years created by the respective leases short particulars of which are also set out in Part II of Schedule 1 hereto less the last ten days thereof subject to the proviso for redemption hereinafter contained;

(iii) CHARGES all that the property comprised in the above mentioned Folios as are more particularly set out in Part III of Schedule 1 hereto with payment to the Lender of all monies due or to become due by the Company to the Lender in respect of the Secured Obligations and hereby requests that the charge hereby created be registered as a burden on the said property subject to the proviso for redemption hereinafter contained and applies to the Registrar of Titles for the registration in the above-mentioned folios of the following restriction:

"except under an Order of the Registrar no charge or other security interest is to be registered or noted without the consent of the Registered Owner for the time being of Charge No. .......";

See continuation pages

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ●

☑ In full.

☐ In part.

Signature

Please sign the form here.

Signature

☐

☒

This form must be signed by a person with an interest in the registration of the charge.
MG02
Statement of satisfaction in full or in part of mortgage or charge

Presenter information
You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name: William Marshall
Company name: McCann FitzGerald Solicitors
Address: Riverside One, Sir John Rogerson’s Quay

Post town: Dublin 2
County/Region:
Postcode:
County: Ireland
DIT:
Telephone: +353 1 829 0000

Checklist
We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:
☐ The company name and number match the information held on the public Register.
☐ You have completed the charge details in Section 2.
☐ You have the completed the name and address of the chargee, or trustee for the debenture holders.
☐ You have completed the short particulars of the property mortgaged or charged.
☐ You have confirmed whether the charge is to be satisfied in full or in part.
☐ You have signed the form.

Important information
Please note that all information on this form will appear on the public record.

Where to send
You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

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

This form is available in an alternative format. Please visit the forms page on the website at
www.companieshouse.gov.uk
<table>
<thead>
<tr>
<th>Short particulars of all the property mortgaged or charged</th>
</tr>
</thead>
</table>

| Please give the short particulars of the property mortgaged or charged. |

(b) CHARGES by way of first fixed charge all freehold and leasehold property of the Company (other than land in Scotland) both present and future not specifically mortgaged or charged at sub-clause (a) above together with all buildings, fixtures (including trade fixtures), fixed plant and machinery from time to time thereon (other than future freehold and leasehold property acquired by the Company subject to an existing fixed charge in which case the charge shall be a subsequent fixed charge) and all liens, charges, options, agreements, rights and interest in or over land both present and future vested in the Company or to which the Company may be entitled;

(c) CHARGES by way of first fixed charge all plant and machinery and other chattels (except where the same is included within sub clauses (a) or (b) above) now or at any time hereafter belonging to the Company (including, without limitation, that (if any) specified in Schedule 2 hereto) wherever situated and all the right, title and interest of the Company in any plant and machinery and other chattels from time to time hired, leased or rented or acquired by the Company on a hire instalment or conditional purchase basis from third parties together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligation of any person under or in respect of such contract;

(d) CHARGES by way of first fixed charge all book and other debts and monetary claims both present and future (including Lender deposits and credit balances) due or owing to the Company and the full benefit of all rights relating thereto including (without limitation) all guarantees and securities therefor, indemnities in respect thereof, negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and other rights enabling the Company to enforce any such debts or claims;

(e) CHARGES by way of first fixed charge:

(i) all stocks, shares, securities and other interests which are now or may at any time hereafter be owned by the Company or in which the Company may otherwise be interested including (without limitation) loan capital, indebtedness or liabilities on any account or in any manner owing to the Company both present and future by any company which now is or may hereafter become a subsidiary of the Company;

(ii) the full benefit of all stocks, shares and securities which, or the certificates of which, are now or may at any time hereafter be lodged with the Lender or held by the Lender or its agents or transferred to or registered in the name of the Lender or its agents or their respective nominees;

(iii) all rights in respect of or incidental to the Charged Property described at (i) and (ii) above (the Charged Property described at (i) to (iii) herein being hereinafter called "the Securities"); and

(iv) all stocks, shares, securities, rights, moneys or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise to or in respect of any of the Securities including all dividends, interest and other income payable in connection therewith (the Charged Property described at (i) to (iv) herein being hereinafter called "Interests in Securities").
Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

(f) CHARGES by way of first fixed charge the goodwill and the uncalled capital of the Company (except capital subject to a share option scheme previously approved by the shareholders of the Company in favour of employees) both present and future and future calls on such capital (whether made by the directors of the Company or by a receiver or liquidator);

(g) CHARGES by way of first fixed charge all trade names, brand names, registered and unregistered trade or service marks to which the Company is or may hereafter become entitled and all copyrights, patents, inventions and fees, royalties and other rights of every kind deriving from copyrights, patents or inventions now or at any time hereafter belonging to the Company;

(h) ASSIGNS to the Lender all its present and future rights to be paid/or receive Claim Monies (as defined in clause 10 hereof) or compensation by reason of any Claim (as defined in clause 10 hereof) in respect of the Charged Property or to be paid or receive compensation by reason of any compulsory acquisition or vesting of the Charged Property or any refusal, withdrawal or modification of planning permission or approval relative thereto or any control or limitation imposed upon or affecting the use of the Charged Property;

(i) ASSIGNS to the Lender all its right, title and interest in and to and the full benefit of the each contract, agreement, instrument, deed or other arrangement entered into between the Company and any person including all contracts for the maintenance and repair of the Charged Property and any warranty relating to any Charged Property including the Contracts (if any) more particularly set out in Schedule 3;

(j) CHARGES by way of first fixed charge all insurance policies now or hereafter taken out by the Company or the benefit of which is now or hereafter enjoyed or held by the Company and all monies from time to time receivable thereunder, and

(k) CHARGES by way of first floating charge all the undertaking and all property and assets of the Company whatsoever and wheresoever both present and future including (without limitation) all heritable property and all other property and assets in Scotland and the property and assets described in (a) to (j) inclusive of this clause if and so far as the charges thereon or in any part or parts thereof herein contained shall for any reason be ineffective as fixed charges.

3.1 The Lender may at any time by notice in writing to the Company convert the floating charge created hereby into a specific charge with reference to any assets specified in such notice and by way of further assurance of such specific charge the Company will promptly on receipt of such notice execute over such assets a fixed charge in favour of the Lender in such form as the Lender shall require and notwithstanding anything herein contained if the Company charges, pledges or otherwise encumbers (whether by way of fixed or floating security) any of the Charged Property referred to at sub-clause 2.1(k) or attempts to do so without the prior written consent of the Lender or if any person levies or attempts to levy any distress execution sequestration or other process against any of the Charged Property referred to at sub-clause 2.1(k) above the charge hereby created over the subject thereof shall automatically without notice operate as a fixed charge instantly such event occurs.
**MG02 - continuation page**

**Statement of satisfaction in full or in part of mortgage or charge**

**1. Short particulars of all the property mortgaged or charged**

<table>
<thead>
<tr>
<th>Short particulars</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>4. The Company HEREBY COVENANTS that it shall not without the prior consent in writing of the Lender:</td>
<td></td>
</tr>
<tr>
<td>(a) create or allow to subsist any specific or other mortgage, debenture, charge, lien, pledge, hypothecation or other security interest of any kind (save a charge arising by operation of law in the ordinary course of business under a reservation of title clause contained in the terms and conditions of sale of a supplier to the Company the legal effect of which the Company is not aware of or a lien or vendor's lien arising by operation of law in the ordinary course of business) upon the Charged Property;</td>
<td></td>
</tr>
<tr>
<td>(b) transfer, sell, lease, loan or otherwise dispose of the whole or any material part of its undertaking, property or assets except by way of sale at full market value in the usual course of trading; and</td>
<td></td>
</tr>
<tr>
<td>(c) charge, assign, factor or discount any book or other debts or monetary claims in favour of any other person or enter into an agreement for such charge, assignment, factoring or discounting.</td>
<td></td>
</tr>
<tr>
<td>5.1 The Company shall at all times during the continuance of the security constituted by or pursuant to this security:</td>
<td></td>
</tr>
<tr>
<td>(a) get in and realise the book and other debts and monetary claims referred to in sub clause 2.1(d) above in the ordinary course of its trading activities and hold the proceeds of such getting in and realisation thereof (until payment to the Special Accounts as hereinafter provided) upon trust for the Lender; and</td>
<td></td>
</tr>
<tr>
<td>(b) unless the Lender otherwise agrees in writing (and then only on such terms and in such manner as the Lender may require):</td>
<td></td>
</tr>
<tr>
<td>(i) pay the proceeds of such getting in and realisation of the book and other debts and monetary claims referred to in sub clause 2.1(d) above, as part of the Lender's first fixed charge hereunder, into such separate and denominated account or accounts with the Lender or such other Lender or Lenders as may be specified in writing by the Lender (collectively &quot;the Special Accounts&quot;) or as the Lender may require; and</td>
<td></td>
</tr>
<tr>
<td>(ii) following notice in writing from the Lender at any time, not to withdraw any monies from the Special Accounts or such Special Accounts as are specified in such notice or only to withdraw monies on such terms as the Lender shall permit.</td>
<td></td>
</tr>
</tbody>
</table>

**SCHEDULE 1**

**PART 1**

Unregistered Freehold Land

None specifically charged
## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>PART II</strong></td>
</tr>
<tr>
<td>Unregistered Leasehold Land</td>
</tr>
<tr>
<td>None specifically charged</td>
</tr>
<tr>
<td><strong>PART III</strong></td>
</tr>
<tr>
<td>Registered Land</td>
</tr>
<tr>
<td>1. ADAMSON</td>
</tr>
<tr>
<td>1.1 Folio Number: AN 186876L County Antrim.</td>
</tr>
<tr>
<td>1.2 Title under which property held: Lease dated 6 April 2011.</td>
</tr>
<tr>
<td>1.3 Parties: (1) James Edward Adamson and (2) the Company</td>
</tr>
<tr>
<td>1.4 Term: A term of years commencing on 6 April 2011 and expiring on the twenty fifth anniversary of the Windfarm Commissioning Date (as defined in the Lease) or 31 December 2038 (whichever is earlier).</td>
</tr>
<tr>
<td>2. BOYD</td>
</tr>
<tr>
<td>2.1 Folio Number: AN 186848L County Antrim</td>
</tr>
<tr>
<td>2.2 Title under which property held: Lease dated 6 April 2011.</td>
</tr>
<tr>
<td>2.3 Parties: (1) David Wilson Boyd and Heather Thompson Boyd and (2) the Company.</td>
</tr>
<tr>
<td>2.4 Term: A term of years commencing on 6 April 2011 and expiring on the twenty fifth anniversary of the Windfarm Commissioning Date (as defined in the Lease) or 31 December 2038 (whichever is earlier).</td>
</tr>
<tr>
<td>3. HUTCHINSON</td>
</tr>
<tr>
<td>3.1 Folio Numbers: AN 189566L County Antrim.</td>
</tr>
<tr>
<td>3.2 Title under which property held: Lease dated 6 April 2011.</td>
</tr>
<tr>
<td>3.3 Parties: (1) James Hutchinson and (2) the Company.</td>
</tr>
<tr>
<td>3.4 Term: A term of years commencing on 6 April 2011 and expiring on the twenty fifth anniversary of the Windfarm Commissioning Date (as defined in the Lease) or 31 December 2038 (whichever is earlier).</td>
</tr>
<tr>
<td>4. PATTERSON</td>
</tr>
<tr>
<td>4.1 Folio Numbers: AN 189566L County Antrim.</td>
</tr>
<tr>
<td>4.2 Title under which property held: Lease dated 6 April 2011.</td>
</tr>
<tr>
<td>4.3 Parties: (1) Thomas Patterson, Alistair Blair Patterson and Sharon L. Patterson and (2) the Company.</td>
</tr>
<tr>
<td>4.4 Term: A term of years commencing on 6 April 2011 and expiring on the twenty fifth anniversary of the Windfarm Commissioning Date (as defined in the Lease) or 31 December 2038 (whichever is earlier).</td>
</tr>
</tbody>
</table>
Short particulars of all the property mortgaged or charged

<table>
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</tr>
</thead>
<tbody>
<tr>
<td>5. WOODSIDE</td>
<td></td>
</tr>
<tr>
<td>5.1 Folio Number: AN 186666L County Antrim.</td>
<td></td>
</tr>
<tr>
<td>5.2 Title under which property held: Lease dated 6 April 2011.</td>
<td></td>
</tr>
<tr>
<td>5.3 Parties: (1) William Ivan Woodside and (2) the Company.</td>
<td></td>
</tr>
<tr>
<td>5.4 Term: A term of years commencing on 6 April 2011 and expiring on the twenty fifth anniversary of the Windfarm Commissioning Date (as defined in the Lease) or 31 December 2038 (whichever is earlier).</td>
<td></td>
</tr>
</tbody>
</table>

SCHEDULE 2

Details of Plant, Machinery and Equipment

None Specified

SCHEDULE 3

Contracts

1. Grid Connection Letter of Offer dated 27 January 2012 and made between Northern Ireland Electricity and the Company;

2. Power Purchase Agreement dated 29 March 2012 and made between ESB Independent Energy (NI) LTD and the Company;

3. Planning Consents dated 11 February 2011 and 29 September 2011,

all as amended, varied, supplemented or novated from time to time.

Definitions:

"Charged Property" means the undertaking, assets, rights, benefits and revenues described in sub clauses 2.1(a) to (k) hereof and references to Charged Property include references to any part of it.

"Claim" means a claim by or in the name of the Company under the Criminal Damage (Compensation) (Northern Ireland) Order 1977 (as amended) in relation to the Charged Property.

"Claims Monies" means all monies received in relation to or arising out of any Claim.