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COMPANIES FORM No. 395

Particulars of a mortgage or charge

RB of Scot

022838 £160x16

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985



For official use

Company number

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

To the Registrar of Companies
(Address overleaf)

Name of company

* Bolam Energy Limited whose registered office is at 20-22 Queen Street, Mayfair, London
W1X 7PJ (the "Chargor")

* insert full name
of company

Date of creation of the charge

16th October 2001

Description of the instrument (if any) creating or evidencing the charge (note 2)

Deed of Accession (the "Deed") to the Debenture

Amount secured by the mortgage or charge

See Rider 1

Names and addresses of the mortgagees or persons entitled to the charge

The Governor and Company of the Bank of Scotland acting through Corporate Banking at New Ubertior
House, 11 Earl Grey Street, Edinburgh (the "Bank")

Postcode EH3 9BN

Presenter's name address and
reference (if any):

Dundas & Wilson CS
Saltire Court
20 Castle Terrace
EDINBURGH EH1 2EN
Ref: MRJ/EWM/TW/BOS001.1004

For official Use
Mortgage Section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

See Rider 2

Please do not
write in
this margin

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

Particulars as to commission allowance or discount

N/A

Signed 

Date 29/10/2001

On behalf of ~~[company]~~ [chargee]*

*
delete as
appropriate

The address of the Registrar of Companies is: -
Companies House, Crown Way, Cardiff CF4 3UZ

This is Rider 1 referred to in the foregoing Companies Form 395 in relation to the Deed of Accession dated 16 October 2001 and made between Ridgewood Renewable Projects 2 Limited, The Project Companies named therein and The Governor and Company of the Bank of Scotland

All moneys and all obligations and liabilities now or hereafter due, owing or incurred by the Chargor to the Bank under or pursuant to the Debenture and the Deed and all moneys and all liabilities now or hereafter due, owing or incurred to the Bank (including, without limitation, all moneys and liabilities due, owing or incurred under or pursuant to the Facility Agreement) by each other Company, in each case when the same become due for payment or discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to the Bank or purchased or otherwise acquired by it; denominated in Sterling or in any other currency; or incurred on any banking account or in any other manner whatsoever (the "**Secured Liabilities**").

The Secured Liabilities shall, without limitation, include:

- (a) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into between any Company and the Bank for the purpose of limiting exposure to fluctuations in interest or exchange rates; and
- (b) interest (both before and after judgment) to date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees and other charges and all legal and other proper costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Bank in relation to any such moneys, obligations or liabilities or generally in respect of the Chargor.

This is Rider 2 referred to in the foregoing Companies Form 395 in relation to the Deed of Accession dated 16 October 2001 and made between Ridgewood Renewable Projects 2 Limited, The Project Companies named therein and The Governor and Company of the Bank of Scotland

1. The Chargor with full title guarantee as security for the payment of all Secured Liabilities, charges in favour of the Bank:-

(a) by way of first legal mortgage:-

- (i) all its interest in the property set out opposite its name in Schedule 2 to the Debenture together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any moneys paid or payable in respect of such covenants;
- (ii) all estates or interests in any freehold or leasehold property (other than that specified in 1(a)(i) above) wheresoever situate now belonging to it other than any such situated in Scotland and all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefits of any covenants for title given or entered into by any predecessor in title of the Chargor and any moneys paid or payable in respect of such covenants;

(b) by way of first fixed charge:-

- (i) (to the extent the same are not the subject of a mortgage under 1(a) above) all present and future estates or interests in any freehold or leasehold property belonging to it other than any such situated in Scotland and all buildings and Fixtures thereon and all proceeds of sale thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any moneys paid or payable in respect of such covenants;
- (ii) all plant and machinery now or in the future owned by the Chargor and its interest in any such plant or machinery in its possession.
- (iii) its present and future interest in all stocks, shares debentures, bonds and other securities and all rights relative thereto;
- (iv) all moneys (including interest) standing now or in the future to the credit of its present and future accounts with any bank, financial institution or other person and the debt or debts represented thereby including all sums now or hereafter standing to the credit of any bank account held by or for the benefit of the Chargor with the Bank, including, in the case of the Borrower only, the Proceeds Account, the Insurance Account and the Compensation Account (each as defined in the Facility Agreement) and all interest and other accruals thereon and the debt represented thereby (**the Account Monies**) and all rights, titles, benefit and interest of the Chargor whatsoever present and future therein, together with any agreements (whether oral, written or implied) or instruments entered into in the constitution of the rights and obligations of the Chargor and the Bank in relation to any such bank account and any agreements (whether oral, written or implied) or instruments entered into in substitution therefor or for such substituted agreement or instrument;
- (v) all benefits in respect of Insurances, all claims in respect thereof and return of premiums;

- (vi) (to the extent that the same do not fall within any other sub-paragraph of this sub-clause (b)) all book and other debts and other moneys due, owing, payable or incurred to it now or at any time and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation thereto;
 - (vii) its present and future goodwill;
 - (viii) the benefit of all present and future licences (statutory or otherwise) held in connection with its business or the use of any of the Secured Assets the subject of the security pursuant to sub-clause (a) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
 - (ix) its present and future uncalled capital; and
 - (x) all know how licences and patents (including applications and rights to apply therefor), copyrights, rights in trademarks, service marks whether registered or not, and rights in confidential information now or at any time belonging to it.
2. As security for the payment of all Secured Liabilities, the Chargor hereby assigns and agrees to assign with full title guarantee to the Bank absolutely (but subject always to the Chargor's right of redemption):
- (a) all its right, title and interest in and to the Insurances (certified copies of which shall be delivered to the Bank on the signing hereof and from time to time thereafter when required by the Bank) and all rights of the Chargor to make recovery under any of the Insurances and all proceeds of the Insurances receivable by it;
 - (b) all its rights, titles, benefits and interests whatsoever present and future whether proprietary contractual or otherwise under or arising out of or evidenced by each of the documents to which it is a party, particulars whereof are set out in Schedule 2 of the Deed as the same are from time to time entered into and as from time to time varied, amended or supplemented, with the full benefit of all negotiable or non-negotiable instruments, guarantees, indemnities, debentures, mortgages, charges, liens, collateral warranties and other security in respect of the same (being collectively **the Assigned Documents** which expression includes each and every of the same) including but not limited to all claims for damages or other remedies in respect of any breach thereof, reservation of proprietary rights, right of tracing, rights in the nature of security and all other rights and remedies of whatsoever nature now or hereafter held by it in respect of all or any of the foregoing and all moneys from time to time becoming due or owing thereunder or in connection therewith but so that the Bank shall not in any circumstances incur any liability whatsoever in respect of any of the foregoing, together with any agreements (whether written, oral or implied) or instruments entered into in connection therewith as the same may from time to time be varied, amended or supplemented; and
3. As security for the payment of all Secured Liabilities, the Chargor with full title guarantee charges in favour of the Bank by way of floating charge all its undertakings and all its property, assets and rights whatsoever and wheresoever both present and future not otherwise effectively charged or assigned pursuant to 1 or 2 above.

4. The Chargor shall not otherwise than as provided in the Facility Agreement:-
 - (a) create or permit to subsist any Encumbrance (other than a Permitted Encumbrance) over all or any part of the Secured Assets;
 - (b) part with, sell, transfer or otherwise dispose of or agree to part with, sell, transfer or otherwise dispose of all or any part of the Secured Assets.
5. The Bank may at any time by notice to the Chargor convert the floating charge hereby created into a specific charge as regards any assets specified in the notice which the Bank shall consider (acting reasonably) to be in danger of being seized or sold under any form of distress attachment, execution or other legal process or to be otherwise in jeopardy and (whether or not this security has become enforceable) may at any time appoint a Receiver thereof.
6. The floating charge created by 3 above shall (other than in respect of any of the Secured Assets situate in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland in relation thereto pursuant to Section 72 of the Insolvency Act 1986 by reason of any automatic conversion) in addition to the circumstances in which the same will occur under general law automatically be converted into a fixed charge:-
 - (a) on the convening of any meeting of the members of the Chargor to consider a resolution to wind the Chargor up (or not to wind the Chargor up); or
 - (b) on the presentation of a petition (other than a frivolous or vexatious petition) to wind the Chargor up.

Definitions applicable to the foregoing Companies Form 395 in respect of a Deed of Accession dated 16th October 2001 and made between Ridgewood Renewable Projects 2 Limited, The Project Companies named therein and The Governor and Company of the Bank of Scotland

"Accession Deed" means a deed supplemental to the Debenture executed by any other Subsidiary of Ridgewood Renewable Projects 2 Limited pursuant to Clause 9.8 of the Debenture by virtue of which such other Subsidiary becomes bound by the Debenture in the capacity of a Company;

"Additional Project Company" means each company detailed in Part 3 of Schedule 1 to the Facility Agreement (a copy of which is annexed as relative hereto) which becomes a Subsidiary of the Borrower pursuant to the Merger Documentation;

"Amendment Date" means 16 October 2001;

"Assignment" means the assignment in security by any Scottish Subsidiary in favour of the Bank;

"Bank Engineer" means PB Power Limited in their capacity as technical advisers to the Bank or such other firm of independent consulting engineers as may be appointed by the Bank from time to time with the consent of the Borrower, such consent not to be unreasonably withheld or delayed;

"Bank Insurance Consultant" means Marsh UK Limited in their capacity as insurance advisers to the Bank in relation to the Project or such other insurance advisers as the Bank may appoint with the approval of the Borrower (such approval not to be unreasonably withheld or delayed) as such from time to time;

"Bond and Floating Charge" means the bond and floating charge by any Scottish Subsidiary in favour of the Bank;

"Borrower" means Ridgewood Renewable Projects 2 Limited (Company No. 3966429) whose registered office is at 115 Colmore Row, Birmingham B3 3AL;

"CLPD" means CLP Developments Limited, (Company No. 3757639), or CLP Developments Limited, (Company No. #) (as the case may be) whose registered office is at 20-22 Queen Street, Mayfair, London W1X 7PJ;

"CLPS" means CLP Services Limited, (Company No. 3320076), or CLP Services Limited (Company No. #) whose registered office is at 20-22 Queen Street, Mayfair, London W1X 7PJ;

"CLPS Services Direct Agreement" means the direct agreement entered into between CLPS, Ridgewood CLP and the Bank relating, inter alia, to the termination of the services being provided by CLPS or Ridgewood CLP (as the case may be) under the relevant O&M Agreement and/or Services Agreement in the Required Form;

"Company" means Ridgewood Renewable Projects 2 Limited, Ridgewood Renewable Projects Limited, the Project Companies and each Subsidiary (if any) of Ridgewood Renewable Projects 2 Limited, which becomes a party to the Debenture pursuant to an Accession Deed in accordance with the provisions of Clause 9.8 of the Debenture;

"Compensation Account" means an account opened by the Borrower with the Bank pursuant to Clause 9.4 of the Facility Agreement the details of which are account number 00784148 (sort code 80-20-11);

"Connection Agreement" means, in relation to a Project, the connection agreement entered into between the relevant Project Company and the Host PES referred to therein for the supply of electricity to the relevant Project Company;

"Debenture" means a Composite Guarantee and Debenture dated 30 June 2000 (as supplemented and amended by Deeds of Accession or otherwise from time to time) between Ridgewood Renewable Projects 2 Limited, Ridgewood Renewable Projects Limited, the Project Companies named therein, and to the Bank;

"Debtor Party" means the Parent, the Borrower, RRP, each Project Company and each other party from time to time (other than the Bank) to a Finance Document;

"Direct Agreements" means each of the Site Operators' Direct Agreements, the Operator's Direct Agreements, the CLPS Services Direct Agreement, the Purchasers' Direct Agreements, the Ridgewood CLP Services Direct Agreement and any other agreement designated as such prior to the date hereof by the Bank and the Borrower in writing;

"Electricity Sales Contract" means in relation to a Project, the electricity sales contract (in the Required Form) entered or to be entered into between the relevant Project Company, the relevant Host PES and the relevant purchaser referred to therein governing the sale of electricity from the relevant Project;

"Encumbrance" includes any mortgage, pledge, lien, charge (whether fixed or floating), encumbrance, hypothecation, security interest, title retention or other preferential right having the effect of creating security;

"English Subsidiaries" means, together, the Project Companies incorporated in England and Wales;

"Equipment Supplier" means Clarke Energy Limited, (Company No. 1341453) of 15 Unity Grove, Knowsley Industrial Park South, Knowsley, Liverpool L34 9GT or G.A.S. Energietechnik GmbH whose registered office is at Hessenstrasse 57 D-47809 Krefeld-Linn, Germany or, such other person who is with the prior written approval of the Bank, the equipment supplier party to an Equipment Supply Contract;

"Equipment Supply Contract" means, in relation to a Project, the equipment supply contract entered into between the relevant Project Company and the Equipment Supplier for the supply and installation of the relevant generator sets and associated generation compound at the relevant Site;

"Facility Agreement" means the facility agreement dated on or about the date of the Debenture among Ridgewood Renewable Projects 2 Limited, Ridgewood Renewables 2 Limited, Ridgewood Renewable Projects Limited, the Project Companies and the Bank and includes reference to all amendments and variations therefore and supplements thereto from time to time in force;

"Finance Documents" means the Facility Agreement, the Security Documents, the Letter of Subordination, the Direct Agreements, the Insurance Programmes, the Shareholders Undertaking, the Hedging Agreements and any other document designated as such by the Bank and the Borrower;

"Fixtures" means, in relation to the Mortgaged Property of a Company, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon, the property wherein is vested in that Company;

"Gas Extraction System Installation Contract" means, in relation to a Project, the gas extraction system installation contract entered into between the relevant Project Company and CLPD or Ridgewood CLP (as the case may be) as contractor for the installation of a gas extraction system at the relevant Project;

"Guarantee" means a guarantee by any Scottish Subsidiary in favour of the Bank;

"Guarantee and Debenture" means a composite guarantee and debenture entered into between the Borrower, RRP, each English Subsidiary and the Bank;

"Hedging Agreements" means the agreements entered into for the purpose of hedging the interest rate risk of the Borrower under the Agreement pursuant to the Hedging Policy Letter;

"Hedging Policy Letter" means the letter dated on or about the Amendment Date from the Borrower addressed to the Bank in the Required Form setting out the hedging policy agreed by the Borrower;

"Host PES" means in relation to an Electricity Sales Contract and/or Connection Agreement the relevant public electricity supplier;

"Insurance Account" means an account opened by the Borrower with the Bank pursuant to Clause 9.4 of the Facility Agreement the details of which are account number 00782142 (sort code 80-20-11);

"Insurance Programme" means, in relation to a Project Company, the programme of insurances required by the Bank from time to time following consultation with the Bank Engineer and the Bank Insurance Consultant and notified to the relevant Project Company and being substantially in the form set out in Schedule 8 to the Facility Agreement;

"Insurances" means, in relation to a Company, all contracts and policies of insurance or indemnities which are from time to time taken out by or on behalf of that Company or (to the extent of such interest) in which such Company has an interest including, without limitation, any insurance maintained in respect of liabilities arising under any PCP Documents;

"Landfill Gas Agreement" means, in relation to a Project, the landfill gas agreement entered into between, inter alios, the relevant Project Company and the site operator referred to therein in relation to the installation and operation of a gas management system and generating equipment at the relevant Project;

"Merger Documentation" means:-

- (a) the agreement dated on or about the Amendment Date between, inter alios, Arbutus Energy Limited (1), Arbutus Projects Limited (2), Ridgewood UK (3) and the Borrower (4) whereby inter alia the Borrower has agreed to buy the shares in the Additional Project Companies; and
- (b) the agreement dated on or about the Amendment Date between, inter alios, CLP Envirogas Limited(1), CLPS (2), CLPD (3) and Ridgewood CLP whereby, inter alia, Ridgewood CLP has agreed to acquire certain business from the vendors specified therein;

"Mortgaged Property" means, in relation to a Company, the property of that Company hereby legally mortgaged and any other freehold or leasehold property owned by such Company and which is the subject of the Debenture;

"NFPA" means the Non-Fossil Purchasing Agency Limited whose registered office is at 4th Floor, Block D, Portland House, New Bridge Street, Newcastle-Upon-Tyne, NE1 8AN (or where the Project is in Scotland the buyer under the contract made pursuant to the Scottish Renewables Order);

"O&M Agreement" means, in relation to a Project, the operations, repair and maintenance agreement entered into between the relevant Project Company and the Operator pursuant to which the Operator, inter alia, was to operate and maintain the relevant Plant;

"Operator" means CLPS or Ridgewood CLP (as the case may be) or such other person who is with the prior written approval of the Bank (such approval not to be unreasonably withheld or delayed) the operator of the relevant Plant for the time being;

"Operator's Direct Agreements" means each of the direct agreements entered into in the Required Form between the Operator, a Project Company and the Bank relating, inter alia, to the termination of an O&M Agreement;

"Original Letter of Subordination" means a letter of subordination dated 30 June 2000 addressed by the Parent to each Original Project Company and the Bank whereby the Parent agrees with the Bank that, inter alia, any claims of the Parent against any Original Project Company under the Original Subordinated Loan Agreements are subordinated to the claims of the Bank;

"Original Project Company" means each company described as such in Part 1 of Schedule 1 to the Facility Agreement (a copy of which is annexed as relative hereto);

"Parent" means Ridgewood Renewables 2 Limited (Company No 3966436), whose registered office is at 115 Colmore Row, Birmingham B3 3AL;

"Permitted Encumbrances" means:-

- (a) Encumbrances in favour of the Bank;
- (b) any lien arising solely by operation of law in the ordinary course of the business of any Debtor Party in respect of any obligation which is not overdue for settlement; and
- (c) Encumbrances granted with the prior written consent of the Bank;

"Plant" means in relation to any Project Company, the facilities to be constructed on the relevant Site under the relevant Equipment Supply Contract;

"Proceeds Account" means an account opened by the Borrower with the Bank pursuant to Clause 9.1 of the Facility Agreement the details of which are account number 00987742 (sort code 12-11-03);

"Project" means in relation to a Project Company the project for the design, construction and commissioning and operation of the Plant on the relevant Site;

"Project Company" means each of the Original Project Companies, the Target Project Companies and the Additional Project Companies;

"Project Documents" means in respect of a Project Company each of:-

- (a) the Electricity Sales Contract;
- (b) the Connection Agreement;
- (c) the Equipment Supply Contract;
- (d) the Gas Extraction System Installation Equipment;
- (e) the Landfill Gas Agreement;
- (f) the O&M Agreement; and
- (g) the Services Agreement;

all in the Required Form;

"Project Report" means, in respect of a Project, the desk-top study produced by the Borrower detailing its assessment of the gas reserves at the relevant Site, the projected Project Costs, the projected timing for completion of the works at the relevant Site and the projected electrical output;

"Project Costs" means, in respect of each Project the development costs (including a reasonable allocation of development overheads) identified in the Project Report for such Project;

"Purchaser's Direct Agreements" means the letters of consent and notices of acknowledgement so entitled entered into in the Required Form between the relevant Project Company, NFPA and the Bank relating, inter alia, to the consent to and acknowledgement of the assignment of an Electricity Sales Contract and satisfaction of all conditions precedent to such consent;

"Required Form" means, in relation to any document, as required in respect of both the form and substance thereof by the Bank;

"Ridgewood CLP" means Ridgewood CLP Management Limited, (Company No. 3720203), (which shall be changing its name to CLP Envirogas Limited) whose registered office is at 115 Colmore Row, Birmingham B3 3AL;

"Ridgewood CLP Services Direct Agreement" means the direct agreement entered into between Ridgewood CLP, CLPS and the Bank relating, inter alia, to the termination of the Services Agreement in the Required Form;

"Ridgewood Renewable Projects" or "RRP" means Ridgewood Renewable Projects Limited (Company No 3465468), whose registered office is at 115 Colmore Row, Birmingham B3 3AL;

"Ridgewood UK" means Ridgewood UK Limited, (Company No. 3720212), whose registered office is at 115 Colmore Row, Birmingham B3 3AL;

"Scottish Renewables Order" means the third Scottish Order made pursuant to Section 32 of the Electricity Act 1989;

"Scottish Subsidiary" means a Project Company incorporated in Scotland;

"Security Documents" means:-

- (a) each Guarantee and Debenture;
- (b) each Bond and Floating Charge;
- (c) each Assignment;
- (d) each Guarantee;
- (e) each Shares Pledge;
- (f) each Shares Mortgage;
- (g) each Standard Security; and

all in the Required Form;

"Services Agreement" means the operations, repair and maintenance agreement (as amended from time to time) between Ridgewood CLP as Operator and CLPS, pursuant to which CLPS will, inter

alia, operate and maintain each of the Plants and provide certain other administrative services to Ridgewood CLP as Operator in relation to those Projects covered by it;

"Shareholders Undertaking" means the undertaking entered into or to be entered into in the Required Form by Ridgewood UK in favour of the Bank dated on or about the date of the Facility Agreement;

"Shares Pledge" means a pledge over the Borrower or RRP's interest in the issued share capital of any Scottish Subsidiary in favour of the Bank;

"Shares Mortgage" means a first legal mortgage by the Parent over its interest in the issued share capital of the Borrower in favour of the Bank;

"Site" means in relation to each Project Company, the site on which the relevant Plant is to be constructed;

"Site Operator" means, in respect of each Project, the site operator who is a party to a Landfill Gas Agreement;

"Site Operator's Direct Agreements" means each of the direct agreements entered into in the Required Form between the Site Operator, a Project Company and the Bank relating, inter alia, to the termination of a Landfill Gas Agreement;

"Standard Security" means a standard security by any Scottish Subsidiary in favour of the Bank;

"Subordinated Creditors" means:-

- (a) the Parent in its capacity as provider of a subordinated loan to the Borrower and each Original Project Company pursuant to the terms of the relevant Subordinated Finance Documents; and
- (b) each other person or entity from time to time providing any loan or similar capital to a Project Company or the Borrower pursuant to a Subordinated Finance Document with the prior written consent of the Bank,

and in each case any successors thereof and any assigns, transferees or substitutes thereof or therefor in accordance with the terms of any Finance Document;

"Subordinated Debt" means the aggregate amount of loans made available by the Parent or any other Subordinated Creditor to the Borrower pursuant to a New Subordinated Loan Agreement, the aggregate amounts of loans made available by the Parent or any other Subordinated Creditor to the Borrower or any Project Company under any other Subordinated Finance Document and the aggregate amount of loans made available by Ridgewood Renewables Limited to each Original Project Company pursuant to the Original Subordinated Loan Agreements and assigned by Ridgewood Renewables Limited to the Parent pursuant to the Transfer Agreement;

"Subordinated Finance Documents" means:-

- (a) in respect of each Original Project Company, the Subordinated Loan Facility Agreement (as amended) entered into between such Project Company and Ridgewood Renewables Limited dated 31st March 1998 (as amended) pursuant to which Ridgewood Renewables Limited made available to the relevant Project Company the relevant Subordinated Debt (each an **"Original Subordinated Loan Agreement"** and **"Original Subordinated Loan Agreements"**) shall be construed accordingly;
- (b) the Transfer Agreement whereby, inter alia, Ridgewood Renewables Limited assigned the benefit of the Original Subordinated Loan Agreements to the Parent;

- (c) in respect of each Target Project Company, each Subordinated Loan Agreement entered into between the Borrower and the Parent pursuant to which the Parent in respect of a Target Project Company is to make available to the Borrower a term loan in respect of each Acquisition in an amount equal to the Net Purchase Costs of such Target Project Company and in respect of any Additional Project Company any Subordinated Loan Agreement entered into between Ridgewood UK or any of its Subsidiaries pursuant to which such entity is to make available to the Borrower or such Additional Project Company a loan in respect of any Project Costs not funded by this Agreement, (each a **"New Subordinated Loan Agreement"** and together the **"New Subordinated Loan Agreements"**); and
- (d) the letter of subordination whereby the Parent agrees with the Bank that, inter alia, the claims of the Parent against the Borrower under the relevant Subordinated Loan Agreement and/or against any Project Company are subordinated to the claims of the Bank under this Agreement (the **"New Letter of Subordination"**);
- (e) the Original Letter of Subordination;
- (f) the Ridgewood UK Letter of Subordination; and
- (g) each other document pursuant to which a Subordinated Creditor makes any loan or similar capital available to the Borrower or a Project Company or agrees with the Bank that its claims against the Borrower or Project Company under the relevant Subordinated Loan Agreement are subordinated to the claims of the Bank under this Agreement, and

subject to Clause 1.2.7 of the Facility Agreement, any other agreements and instruments supplemental thereto or amending or novating the same each in the Required Form;

"Subordinated Loan Agreement" means any New Subordinated Loan Agreement and/or any Original Subordinated Loan Agreement as the context may require;

"Subsidiary" means (a) a subsidiary as defined in Section 736 of the Companies Act 1985 (as amended by Section 144 of the Companies Act 1989) and (b) a subsidiary undertaking as defined in Section 21 of the Companies Act 1989;

"Target Project Companies" means each company described as such in Part 2 of Schedule 1 to the Facility Agreement (a copy of which is annexed as relative hereto); and

"Transfer Agreement" means each agreement dated on or about 30 June, 2000 between Ridgewood Renewables Limited, the Parent and the relevant Original Project Company whereby the benefit of Subordinated Debt under the relevant Original Subordinated Loan Agreement was transferred to the Parent and **"Transfer Agreements"** shall be construed accordingly.

This is an extract of Clause 9.8 of the Debenture referred to in the foregoing definitions relative to a Form 395 in relation to the Deed of Accession dated 16th October 2001 and made between Ridgewood Renewable Projects 2 Limited, the Project Companies named therein and The Governor and Company of the Bank of Scotland

- 9.8 **Accession Deeds** Unless the Bank otherwise agrees, the Borrower shall ensure that each person which becomes a Subsidiary of such Company after the date hereof, promptly on becoming such a Subsidiary, will, at the cost of the Company, execute an Accession Deed and such other deeds as may be required by the Bank (including a standard security in respect of any heritable property in Scotland) to the intent that such Subsidiary shall become party to the guarantee and security arrangements contemplated by this Deed as a Company.

This is Schedule 2 to the Deed of Accession referred to in the foregoing Companies Form 395 in respect of a Deed of Accession dated 16th October 2001 and made between The Project Companies named therein, Ridgewood Renewable Projects 2 Limited and The Governor and Company of the Bank of Scotland

SCHEDULE 2

Assigned Documents

1. The Project Documents in respect of each of the Companies.

This is Schedule 2 to the Debenture referred to in the foregoing Companies Form 395 in respect of a Deed of Accession dated 16th October 2001 and made between The Project Companies named therein, Ridgewood Renewable Projects 2 Limited and The Governor and Company of the Bank of Scotland

SCHEDULE 2

The Property

Company	Details of Property
[]	[]
[]	[]
[]	[]

This is Schedule 1 to the Facility Agreement referred to in the foregoing Companies Form 395 in respect of a Deed of Accession dated 16th October 2001 and made between The Project Companies named therein, Ridgewood Renewable Projects 2 Limited and The Governor and Company of the Bank of Scotland

SCHEDULE 1

Project Companies

Part 1

Original Project Companies owned by RRP

Company	Company No.	Registered Office/Place of Incorporation
(A) English Subsidiaries		
Bellhouse Energy Limited	3466081	115 Colmore Row Birmingham B3 3AL
Whinney Hill Energy Limited	3466084	115 Colmore Row Birmingham B3 3AL
Chelson Meadow Energy Limited	3363593	115 Colmore Row Birmingham B3 3AL
United Mines Energy Limited	3267862	115 Colmore Row Birmingham B3 3AL
(B) Scottish Subsidiary		
Summerston Energy Limited	180874	11 Walker Street, Edinburgh EH3 7NE

Part 2

Target Project Companies wholly owned by the Borrower

Beighton Energy Limited	3754260	20-22 Queen Street Mayfair London W1X 7PJ
Cotesbach Energy Limited	3754267	20-22 Queen Street Mayfair London W1X 7PJ
Queens Park Road Energy Limited	3757614	20-22 Queen Street Mayfair London W1X 7PJ
Skelbrooke Energy Limited	3680648	20-22 Queen Street Mayfair London W1X 7PJ

Part 3

Additional Project Companies

Company	Company No.	Registered Office/Place of Incorporation
(A) English Subsidiaries		
Bolam Energy Limited	3754388	20-22 Queen Street, Mayfair, London W1X 7PJ, England
Colsterworth Energy Limited	3680645	20-22 Queen Street, Mayfair, London W1X 7PJ, England
Connon Bridge Energy Limited	3754257	20-22 Queen Street, Mayfair, London W1X 7PJ, England
Leadenham Energy Limited	3754297	20-22 Queen Street, Mayfair, London W1X 7PJ, England
Wetherden Energy Limited	3680643	20-22 Queen Street, Mayfair, London W1X 7PJ, England
Whisby Energy Limited	3680641	20-22 Queen Street, Mayfair, London W1X 7PJ England
Rushton Energy Limited	3754274	20-22 Queen Street, Mayfair, London W1X 7PJ England
March Energy Limited	3754295	20-22 Queen Street, Mayfair, London W1X 7PJ England
Kenwick Energy Limited	3754302	20-22 Queen Street, Mayfair, London W1X 7PJ England

Company	Company No.	Registered Office/Place of Incorporation
Feltwell Energy Limited	3754307	20-22 Queen Street, Mayfair, London W1X 7PJ England
Deerplay Energy Limited	3754326	20-22 Queen Street, Mayfair, London W1X 7PJ England
Whinney Hill 2 Energy Limited	3754359	20-22 Queen Street, Mayfair, London W1X 7PJ England
Jameson Road Energy Limited	3754365	20-22 Queen Street, Mayfair, London W1X 7PJ England
Bellhouse Energy 2 Limited	3761934	20-22 Queen Street, Mayfair, London W1X 7PJ England
Todhills Energy Limited	3928367	20-22 Queen Street, Mayfair, London W1X 7PJ, England
(B) Scottish Subsidiaries		
Auchencarroch Energy Limited	SC195539	5 Melville Crescent, Edinburgh EH3
Garlaff Energy Limited	SC195540	5 Melville Crescent, Edinburgh
Kilgarth Energy Limited	SC195538	5 Melville Crescent, Edinburgh

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 03754338

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED THE 16th OCTOBER 2001 AND CREATED BY BOLAM ENERGY LIMITED FOR SECURING ALL MONEY AND ALL OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE BY THE CHARGOR TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND (THE BANK) UNDER OR PURSUANT TO THE COMPOSITE GUARANTEE AND DEBENTURE DATED 30TH JUNE 2000 AND THE DEED OF ACCESSION AND ALL MONEYS AND LIABILITIES NOW OR HEREAFTER DUE OWING OR INCURRED TO THE BANK (INCLUDING WITHOUT LIMITATION ALL MONEYS AND LIABILITIES DUE OWING OR INCURRED UNDER OR PURSUANT TO THE FACILITY AGREEMENT) BY EACH OTHER COMPANY ON ANY ACCOUNT WHATSOEVER (ALL TERMS AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th OCTOBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st NOVEMBER 2001.

Handwritten signature/initials



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES