

**M**

CHFP041

## COMPANIES FORM No. 395

**Particulars of a mortgage or charge****395**Please do not  
write in  
this marginPlease complete  
legibly, preferably  
in black type or  
bold block  
lettering\* Insert full name  
of company**A fee of £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge.**

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)For official use Company number  
2924456  
COMPANIES HOUSE

Name of company

\* Forss Wind Farm Limited (the "Chargor")

Date of creation of the charge

4 April 2005

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

Standard Security dated 22 March 2005 and intimated 4 April 2005 (the "Standard Security")

Amount secured by the mortgage or charge

All present and future moneys, debts and liabilities due, owing or incurred by the Chargor or any other Obligor to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

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

Bank of Tokyo-Mitsubishi, Ltd. ( 2nd Floor, 12-15 Finsbury Circus, London )  
as security agent on behalf of the Secured Creditors (and its successors  
and assignees in that capacity from  
time to time )

Postcode EC2M 7BT

Presentor's name, address and  
reference (if any):Shepherd+ Wedderburn  
~~Saltire Court~~  
~~20 Castle Terrace~~  
~~Edinburgh EH1 2ET~~  
DX553049 - EDINBURGH -18  
L0428.10/SWM/SMXS

Time critical reference

For official use (02/00)  
Mortgage Section

Post room

A17  
COMPANIES HOUSE0601  
20/04/05

Short particulars of all the property mortgaged or charged

See paper apart

Please do not write in this margin

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

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Particulars as to commission allowance or discount (note 3)

N/A

Signed

*Shekhar Wadia*

Date 18.4.05.

On behalf of ~~company~~ ~~99999999~~/chargee†

Notes

†Delete as appropriate

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. A fee of £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

### 1.1 Definitions

**Cash Pooling and Intercompany Loan Agreement** means the agreement of that name entered into on or about the date of the Common Terms Agreement between each of the Obligors;

**Claves** means the 10.5 MW wind farm owned by CEPE des Claves s.a.r.l. and to be constructed in the Rhone Valley, France;

**Collection Account** means the account named **Collection Account** and held by WFH at the Account Bank;

**Common Terms Agreement** means the common terms and definitions agreement for Project Astreus entered into on or around the date of the Standard Security among RES Wind Farm Holdings Limited and others as Borrowers and Obligors, Altahullion Wind Farm Limited and others including the Chargor as Obligors, Bank of Tokyo-Mitsubishi, Ltd., Royal Bank of Canada and BNP Paribas as Lead Arrangers, Bank of Tokyo-Mitsubishi, Ltd. as Facility Agent and Security Agent, BNP Paribas as Account Bank, the Financial Institutions referred to therein as Lenders and the New Lenders as referred to therein by accession;

**Compensation Accounts** means the accounts named **Compensation Account** and held by each Borrower at the Account Bank and **Compensation Account** means any of them;

**Conditions Precedent** means the documents and evidence listed at Schedule 3 to each Facility Agreement to be provided to the Facility Agent in form and substance satisfactory to it;

**Construction Project FC** means, in respect of each Construction Project, the date on which the Facility Agent confirms that all of the Conditions Precedent set out in Schedule 3 of the relevant Facility Agreement have been satisfied or waived;

**Construction Projects means:**

- (a) Haut Cabardès-Pradelles;
- (b) Haut Cabardès-Cabrespine;
- (c) Taurbeg;
- (d) Claves;
- (e) Haut-Languedoc;
- (f) Cuxac-Cabardès; and
- (g) any Future Construction Wind Farm.

and **Construction Project** shall mean any of them;

**Cuxac Cabardès** means the 12 MW wind farm owned by CEPE de Cuxac s.a.r.l. to be constructed north of Carcassonne in the Aude region, France;

**Debt Service Reserve Account** or **DSRA** means the account named **Debt Service Reserve Account** and held by WFH at the Account Bank;

**Direct Agreements** means

- (a) in respect of each Construction Project:
  - (i) a direct agreement in respect of the EPC Contract and the EPC Guarantee in the RES Standard Form;
  - (ii) a direct agreement in respect of the OMW Agreement in the RES Standard

Form;

- (iii) a direct agreement in respect of the each OMM Agreement in the RES Standard Form; and
  - (iv) a letter agreement with the relevant Turbine manufacturer under the EPC Contract, in the RES Standard Form;
- (b) in respect of each Operational Project:
- (i) a direct agreement in respect of the OMW Agreement; and
  - (ii) a direct agreement in respect of the each OMM Agreement in the RES Standard Form;
- (c) in respect of each Obligor, a direct agreement in respect of the Asset Management Services Agreement;
- (d) in respect of the PPAs with E-ON UK, a direct agreement in a form reasonably satisfactory to the Facility Agent;
- (e) when and if entered into in accordance with clause 23.11 (Additional Direct Agreements) of the Common Terms Agreement direct agreements with Viridian Energy Supply Limited, EdF and ESB or, to the extent required under clause 23.11, any other counterparty to a Material Project Document; and
- (f) when, and if entered into, a direct agreement with the PPA Counterparty of any Future Wind Farm Company; and
- (g) direct agreements in the RES Standard Form with any member of the RES Group party to any other Material Project Document entered into with an Obligor from time to time;

**Disbursement Accounts** means the accounts named **Disbursement Account** and held by WFH or a Project Company developing a Construction Project at the Account Bank and **Disbursement Account** means any of them;

**Distributions Account** means each account named **Distribution Account** and held by an Obligor at the Account Bank;

**DSR Facility** means the Tranche I Facility;

**Dyffryn Brodyn** means the 5.5 MW wind farm owned by Dyffryn Brodyn Limited operating at Llanboidy, Dyfed, Wales;

**EdF** means Electricité de France;

**Eole-RES** means Eole-RES s.a.;

**E-ON UK** means E-ON UK PLC;

**EPC Contract** means each agreement for the engineering, procurement, construction, testing and commissioning of the relevant Wind Farm between a Project Company and the relevant EPC Contractor;

**EPC Contractor** means:

- (a) in the case of the French Construction Projects, Eole-RES;
- (b) in the case of Taurbeg, Renewable Energy Systems Construction Limited; and
- (c) in the case of any Future Construction Wind Farm, any contractor in the RES Group

party to an EPC Contract relating thereto which satisfies the Investment Criteria;

**EPC Guarantee** means a guarantee to be provided under the relevant EPC Contract in the RES Standard Form;

**Equity Contribution Agreement** means the equity contribution agreement dated on or around the same date as the Common Terms Agreement and entered into between, amongst others, each Obligor, the Security Agent, the Shareholders and the Equity Guarantor and any equity contribution agreement in respect of a Future Construction Wind Farm in substantially the same form;

**Equity Escrow Account** means each account called **Equity Escrow Account** held by a Borrower at the Account Bank;

**Equity Guarantor** means Sir Robert McAlpine Enterprises Limited;

**ESB** means the Electricity Supply Board of Ireland;

**Existing Lender** has the meaning given to it in clause 31.1 (Assignments and transfers by the Lenders) of the Common Terms Agreement;

**Facilities** means the Tranche A Facilities, the Tranche B Facility, the Tranche C Facility, the Tranche D Facility, the Tranche E Facility, the Tranche F Facility, the Tranche G Facility, the Tranche H Facility and the Tranche I Facility and any Future Facility and **Facility** means any one of them;

**Facility Agent** means The Bank of Tokyo-Mitsubishi, Ltd. of 12-15 Finsbury Circus, London, EC2M 7BT or any other person appointed as such in the manner contemplated by clause 33 (Role of the Administrative Parties) of the Common Terms Agreement;

**Facility Agreements** means:

- (a) the WFH Facility Agreement;
- (b) the Tranche B Facility Agreement;
- (c) the Tranche C Facility Agreement;
- (d) the Tranche D Facility Agreement;
- (e) the Tranche E Facility Agreement;
- (f) the Tranche F Facility Agreement;
- (g) the Tranche G Facility Agreement;
- (h) the Tranche H Facility Agreement; and
- (i) any Future Facility Agreement substantially in the form set out in Schedule 12 (Pro Forma Facility Agreement) of the Common Terms Agreement;

**Fee Letters** means the letters between:

- (a) all the Lead Arrangers and WFH setting out the fees referred to in clause 12.2 (Arrangement fee) of the Common Terms Agreement;
- (b) the Facility Agent and WFH setting out the fees referred to in clause 12.3 (Agency fee) of the Common Terms Agreement; and
- (c) any arranger and WFH setting out the fees referred to in clause 12.4 (Future Facilities) of the Common Terms Agreement in respect of any Future Facility;

and **Fee Letter** means any one of them;

**Finance Documents** means:

- (a) the Common Terms Agreement;
- (b) the Facility Agreements;
- (c) each Equity Contribution Agreement;
- (d) the Security Documents;
- (e) the Direct Agreements;
- (f) each Hedging Agreement entered into between a Hedging Bank and a Borrower;
- (g) each Fee Letter;
- (h) the Accounts Agreement;
- (i) the Account Bank Agreement;
- (j) the Accounts Operating Mandate;
- (k) the Intercreditor Deed;
- (l) each Transfer Agreement;
- (m) each Local Account Bank Letter;
- (n) the Cash Pooling and Intercompany Loan Agreement;
- (o) any deeds or documents by which any person accedes to any of the above; and
- (p) any other document relating to the Facilities which the Facility Agent and the Obligors' Agent agree should be designated a Finance Document including any documents between any Obligor and the Finance Parties entered into in connection with any Future Debt;

**Finance Parties** means the Facility Agent, the Lead Arrangers, the Security Agent, each Hedging Bank, the Account Bank and Local Account Bank, any arranger in respect of any Future Debt and the Lenders and **Finance Party** means any one of them;

**Financial Close** means the date on which the Facility Agent confirms that all of the Conditions Precedent set out in Schedule 3 of the WFH Facility Agreement have been satisfied or waived;

**Financial Indebtedness** means indebtedness in respect of:

- (a) moneys borrowed and debit balances with any financial institution;
- (b) any amount raised by acceptance under any acceptance credit facility;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (g) shares which are expressed to be redeemable;
- (h) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (i) any counter-indemnity obligation in respect of a guarantee, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (j) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (i) above;

**First Utilisation** means the first Utilisation of the Facilities (other than the DSR Facility) to the extent required to make payments in accordance with the Funds Flow Statement;

**Forss** means the 2 MW wind farm owned by Forss Wind Farm Limited operating at Caithness, Scotland;

**Four Burrows** means the 4.5 MW wind farm owned by Four Burrows Limited operating at Truro, Cornwall, England;

**French Project Companies** means:

- (a) CEPE du Haut Languedoc s.a.r.l.;
- (b) CEPE du Haut Cabardès s.a.r.l. ;
- (c) CEPE du Souleilla s.a.r.l.;
- (d) CEPE de Cuxac s.a.r.l.;
- (e) CEPE des Claves s.a.r.l.; and
- (f) any Future Wind Farm Company incorporated in France;

**Funds Flow Statement** means the statement prepared by the Obligors' Agent, in a form acceptable to the Facility Agent, showing all payments to and/or by the Obligors at the time of First Utilisation, including the flow of funds immediately before or after the First Utilisation;

**Future Construction Wind Farm** means any Future Wind Farm in respect of which Take-over has not occurred prior to it being brought into the Portfolio;

**Future Debt** means any debt raised pursuant to any Future Facility;

**Future Facility Agreement** means any facility agreement entered into in accordance with clause 4.2 of the Common Terms Agreement by any Future Wind Farm Company;

**Future Facility** means any Facility provided under a Future Facility Agreement;

**Future Lenders** means any lenders party to any Future Facility Agreement;

**Future Operating Wind Farm** means any Future Wind Farm in respect of which Take-over has occurred prior to it being brought into the Portfolio;

**Future Wind Farm Company** means a single purpose company which owns any Future Wind Farm;

**Future Wind Farm** means, for the purposes of Schedule 10 of the Common Terms Agreement only, any wind farm which satisfies the relevant Investment Criteria and which the



**Obligors' Agent** proposes to bring into the Portfolio and for all other purposes means a Wind Farm in the Portfolio other than those listed in paragraphs (a) – (n) (inclusive) of the definition of Wind Farms;

**GAAP** means, in the case of any Obligor, generally accepted accounting principles and practices in its jurisdiction of incorporation, which are consistently applied;

**Government Agency** means the government of the United Kingdom, Republic of Ireland or France or any of its administrative sub-divisions, any authority or agency of or established by that government, any person exercising and regulatory or other powers conferred by that government agency or authority and any institution, government body or agency of the European Union;

**Haut Cabardès-Cabrespine** means the 10.4 MW wind farm owned by CEPE du Haut Cabardès s.a.r.l. to be constructed north of Cabrespine town in the Aude region, France;

**Haut Cabardès-Pradelles** means the 10.4 MW wind farm owned by CEPE du Haut Cabardès s.a.r.l. to be constructed north of Cabrespine town in the Aude region, France;

**Haut-Languedoc** means the 29.9 MW wind farm owned by CEPE du Haut Languedoc s.a.r.l. to be constructed near Beziers in the Languedoc-Rousillion region, France;

**Hedging Agreement** means any agreement in the form of an ISDA Master Agreement and schedule between WFH, a French Project Company or any Future Wind Farm Company and a Hedging Bank entered into for the sole purpose of the Hedging Strategy and incorporating a schedule complying in all material respects with Schedule 6 (Hedging Strategy) of the Common Terms Agreement and provided that, for the purposes of the Common Terms Agreement, each additional confirmation entered into pursuant to such ISDA Master Agreement shall be a new Hedging Agreement;

**Hedging Bank** means any bank which is a party to a Hedging Agreement with WFH, a French Project Company or any Future Wind Farm Company and which is party to the Intercreditor Deed;

**Hedging Strategy** means the strategy for interest rate hedging set out in Schedule 5 (Hedging Strategy) of the Common Terms Agreement;

**Intercreditor Deed** means the intercreditor deed dated on or around the date of the Common Terms Agreement and entered into between, amongst others, the Obligors, the Facility Agent, the Security Agent, the Hedging Banks, the Lenders, the Lead Arrangers and the Shareholders;

**Investment Committee** means the committee established for the purposes of clause 4 (Future Wind Farms), the initial members of which shall be the Lead Arrangers;

**Investment Criteria** means the criteria for bringing a Future Wind Farm into the Portfolio set out in Schedule 10 (Investment Criteria) of the Common Terms Agreement;

**Law** means statutes, rules, regulations, statutory instruments, treaties, directives, by-laws, codes of practice, circulars, guidance notes, orders, notices, demands, injunctions, statute law or common law, of any Governmental Agency or any agreement which regulates, limits, controls or otherwise affects the generation and supply of electricity (or matters incidental thereto);

**Lead Arrangers** mean The Bank of Tokyo-Mitsubishi, Ltd., BNP Paribas and Royal Bank of Canada;

**Lenders** means the Original Lenders and any Transferees and, where relevant, any Future Lender and **Lender** means any of them;

**Lendrum's Bridge** means the 13.2 MW wind farm owned by Lendrum's Bridge Wind Farm

Limited operating between Fivemiletown and Fintona, County Tyrone, Northern Ireland;

**Local Account Bank Letter** means a letter issued to each Local Account Bank (and copied to the Facility Agent, dated on or about the date of the Common Terms Agreement) by the relevant account holder;

**Local Account Bank** means the Royal Bank of Scotland plc or Ulster Bank as the case may be;

**Lock-Up Accounts** has the meaning given to that term in the Accounts Agreement;

**Material Project Documents** means the project documents listed in Schedule 11 (Material Project Documents) of the Common Terms Agreement or any replacements thereof and any other document relating to the Projects which the Facility Agent and the Obligors' Agent (acting reasonably) agree should be designated a Material Project Document. In respect of any Future Wind Farm, any Project Document which corresponds to the Material Project Documents at Financial Close or for which the Investment Committee's approval is required in accordance with the Investment Criteria, shall be a Material Project Document;

**Milane Hill and Beennageeha or MHB** means the 5.94 MW wind farm operating between Dumanway and Drimoleage, West Cork, Republic of Ireland and the 3.96 MW wind farm operating between Tralee and Listowel, County Kerry, Republic of Ireland both owned by MHB Wind Farms Limited;

**NIE** means Northern Ireland Electricity plc;

**Obligor** means each of the Borrowers, each of the Project Companies, MHB Wind Farms (Holdings) Limited and Lendrum's Bridge (Holdings) Limited;

**Obligors' Agent** means WFH, appointed to act on behalf of each Obligor in relation to the Finance Documents pursuant to clause 30 (Appointment of Obligors' Agent) of the Common Terms Agreement;

**OMM Agreement** means:

- (a) as at the date of the Common Terms Agreement, the Operation & Maintenance Management Agreements entered into with the relevant OMM Manager in respect of each of the Projects listed in Schedule 11 (Material Project Documents) of the Common Terms Agreement;
- (b) any Operation & Maintenance Management Agreements entered into in connection with any Future Wind Farm meeting the requirements of paragraph 1.14.2 of the Investment Criteria; and
- (c) any replacement Operation & Maintenance Management Agreement entered into from time to time on termination or expiry of those referred to in (a) and (b) above;

**OMM Manager** means:

- (a) in respect of the French Wind Farms, Eole-RES;
- (b) in respect of Dyffryn Brodyn, Four Burrows and Forss, RES-Gen Ltd; and
- (c) in respect of Altahullion, Lendrum's Bridge, Cark and MHB, B9(O&M);

and any other person approved by the Facility Agent in accordance with the Common Terms Agreement.

**OMW Agreement** means:

- (a) as at the date of the Common Terms Agreement, the Operation Maintenance and Warranty Agreements entered into by the relevant Turbine Manufacturer in respect of

each of the Operational Projects listed in Schedule 11 (Material Project Documents) of the Common Terms Agreement;

- (b) the Operation Maintenance and Warranty Agreements to be entered into by the turbine manufacturers in respect of each of the Construction Projects as set out in the relevant EPC Contract; and
- (c) any Operation Maintenance and Warranty Agreements entered into with the relevant turbine manufacturer in connection with any Future Wind Farm meeting the requirements of paragraph 1.14.2 of the Investment Criteria;

**Operational Project** means:

- (a) Altahullion;
- (b) Cark;
- (c) Dyffryn Brodyn;
- (d) Forss;
- (e) Four Burrows;
- (f) Lendrum's Bridge Wind Farm;
- (g) Milane Hill and Beennageeha;
- (h) Souleilla and Corbieres;
- (i) any Construction Project in respect of which Take-over has occurred; and
- (j) any Future Operating Wind Farm;

**Original Lenders** means, at any time, those banks and financial institutions listed in Schedule 1 (The Original Lenders) of the Common Terms Agreement as Lenders which have not transferred all their rights and obligations under the Common Terms Agreement to a Transferee;

**Portfolio** means the portfolio comprising all the Wind Farms from time to time;

**PPA Counterparty** means Edf, ESB, Viridian, NIE, E-ON UK, Scottish Power, SSE or any other counterparty to a PPA, as the case may be;

**PPA** means:

- (a) in respect of each Operational Project as at the date of the Common Terms Agreement, the power purchase agreement listed in Schedule 11 (Material Project Documents) of the Common Terms Agreement;
- (b) in respect of each Construction Project, the power purchase agreement entered into prior to Construction Project FC or, to the extent such Construction Project is situated in France, to be entered into thereafter in connection with such Construction Project and in accordance with the Finance Documents;
- (c) in respect of each Future Operating Wind Farm, the power purchase agreement entered into or to be entered into in connection with such Future Wind Farm meeting the requirements of paragraphs 2.1, 3.1, 4.1, 5.1 or 6.1 of the Investment Criteria; and
- (d) any replacement power purchase agreement entered into upon termination of expiry of the agreements referred to in (a) to (c);

**Proceeds Accounts** means the accounts called **Proceeds Accounts** held by the relevant Project Company at the Account Bank or Local Account Bank, as applicable, and **Proceeds Account** means any of them;

**Project Accounts** means

- (a) the Disbursement Account(s);
- (b) the Proceeds Account(s);
- (c) the Debt Service Reserve Account;
- (d) the Distribution Account(s);
- (e) the Compensation Account(s);
- (f) the Collection Account;
- (g) the Lock-up Account;
- (h) the Equity Escrow Accounts; and
- (i) the VAT Proceeds Account(s);

**Project Companies** means

- (a) Altahullion Wind Farm Limited;
- (b) Cark Limited;
- (c) CEPE de Cuxac s.a.r.l.;
- (d) CEPE des Claves s.a.r.l.;
- (e) CEPE du Haut-Cabardès s.a.r.l.;
- (f) CEPE du Haut-Languedoc s.a.r.l.;
- (g) CEPE du Souleilla s.a.r.l.;
- (h) Dyffryn Brodyn Limited;
- (i) Forss Wind Farm Limited;
- (j) Four Burrows Limited;
- (k) Lendrum's Bridge Wind Farm Limited;
- (l) MHB Wind Farms Limited; and
- (m) Taurbeg Limited;

and any Future Wind Farm Company;

**Project Documents** means

- (a) each Material Project Document;
- (b) any other contract entered into by any Project Company in connection with the development, operation, maintenance, insurance or management of a Wind Farm in accordance with the Finance Documents;

**Projects** means the Construction Projects and the Operational Projects and **Project** shall mean any of them;

**Required Future Wind Farm Security** means the Security Interests required to be granted in favour of the Security Agent to the Finance Parties in respect of any Future Wind Farm in accordance with clause 4.2.4(c) (Future Lenders and Future Facilities) of the Common Terms Agreement;

**RES Group** means RES and any of its Subsidiaries for the time being;

**RES** means Renewable Energy Systems Holdings Limited a limited liability company incorporated in England and Wales with registration number 04915239;

**RES Standard Form** means in relation to an EPC Contract, an OMW Agreement, an EPC Guarantee, an OMM Agreement or any Direct Agreement in respect of any of the same, the form of such agreement being entered into on or prior to First Utilisation in respect of the Wind Farms;

**Scottish Power** means Scottish Power PLC, a company incorporated in Scotland with registered number SC193794;

**Secured Creditors** means the Finance Parties (and for the avoidance of doubt includes any Future Lender) and the Intercompany Creditors (as defined in the Intercreditor Deed);

**Security Agent** means The Bank of Tokyo-Mitsubishi, Ltd. or any other person appointed security agent in accordance with the Intercreditor Deed;

**Security Documents** means the documents listed in Schedule 13 (Security Documents) to be given by the Obligors and the Shareholders and any documents entered into to create, or otherwise in connection with, any Required Future Wind Farm Security;

**Security Interest** means

- (a) any mortgage, standard security, charge, pledge, lien, hypothecation, assignment by way of security, assignation, trust, arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction;
- (b) any blocked account or flawed asset arrangement which has the commercial effect of creating security for Financial Indebtedness;
- (c) any right of set-off, whether it is created by agreement or by operation of Law; and
- (d) any other proprietary interest created or arrangement entered into in relation to Financial Indebtedness which has the commercial effect of creating security for it;

**Shareholder** means

- (a) in respect of WFH, RES-Gen Ltd; and
- (b) in respect of the French Project Companies, Eole-RES s.a.;

and in each case their permitted successors and assigns;

**Sir Robert McAlpine Enterprises Limited** means the limited liability company incorporated in England and Wales with registration number 01389155;

**SSE** means Scottish and Southern Energy PLC, a company incorporated in Scotland with registered number SC117119;

**Subsidiary** means a subsidiary within the meaning of section 155 of the Companies Act 1963 of the Republic of Ireland, Article 4 of the Companies (Northern Ireland) Amendment Order 1986, article L233-1 and L233-3 of the Code de Commerce, or as applicable section 736 of

the Companies Act 1985;

**Take-over** means, in respect of any Construction Project, the date of issue of the Taking-over Certificate in accordance with (and as such term is defined in) the relevant EPC Contract;

**Taubeg** means the 25.3 MW wind farm owned by Taubeg Limited to be constructed near Newmarket, County Cork, Republic of Ireland;

**Tranche A £ Facility** means the £32,744,796 term loan facility made or to be made available to WFH under the WFH Facility Agreement;

**Tranche A Borrower** means WFH;

**Tranche A Euro Facility** means the Euro 14,585,448 term loan facility made or to be made available to WFH under the WFH Facility Agreement;

**Tranche A Facilities** means the Tranche A £ Facility and the Tranche A Euro Facility made or to be made available to WFH under the WFH Facility Agreement;

**Tranche B Borrower** means CEPE du Souleilla s.a.r.l.;

**Tranche B Facility Agreement** means the facility agreement dated on or about the date of the Common Terms Agreement between the Tranche B Borrower and the Lenders;

**Tranche B Facility** means the term loan facility of €16,763,969 to be made available to the Tranche B Borrower under the Tranche B Facility Agreement;

**Tranche C Borrower** means CEPE du Haut Cabardès s.a.r.l.;

**Tranche C Facilities** means the Tranche C1 Facility and the Tranche C2 Facility and **Tranche C Facility** shall mean either of them;

**Tranche C Facility Agreement** means the facility agreement dated on or about the date of the Common Terms Agreement between the Tranche C Borrower and the Lenders;

**Tranche C1 Facility** means the term loan facility of €13,456,972 to be made available to the Tranche C Borrower under the Tranche C Facility Agreement;

**Tranche C2 Facility** means the VAT facility of €2,500,000 to be made available to the Tranche C Borrower under the Tranche C Facility Agreement;

**Tranche D Borrower** means CEPE du Haut Cabardès s.a.r.l.;

**Tranche D Facilities** means the Tranche D1 Facility and the Tranche D2 Facility and **Tranche D Facility** shall mean either of them;

**Tranche D Facility Agreement** means the facility agreement dated on or about the date of the Common Terms Agreement between the Tranche D Borrower and the Lenders;

**Tranche D1 Facility** means the term loan facility of €12,535,142 to be made available to the Tranche D Borrower under the Tranche D Facility Agreement;

**Tranche D2 Facility** means the VAT facility of €2,100,000 to be made available to the Tranche D Borrower under the Tranche D Facility Agreement;

**Tranche E Borrower** means WFH;

**Tranche E Facility Agreement** means the facility agreement dated on or about the date of the Common Terms Agreement between the Tranche E Borrower and the Lenders;

**Tranche E Facility** means the term loan facility of €30,534,955 to be made available to WFH

under the WFH Facility Agreement;

**Tranche F Borrower** means CEPE des Claves s.a.r.l.;

**Tranche F Facilities** means the Tranche F1 Facility and the Tranche F2 Facility and **Tranche F Facility** shall mean either of them;

**Tranche F Facility Agreement** means the facility agreement dated on or about the date of the Common Terms Agreement between the Tranche F Borrower and the Lenders;

**Tranche F1 Facility** means the term loan facility of €12,034,946 to be made available to the Tranche F Borrower under the Tranche F Facility Agreement;

**Tranche F2 Facility** means the VAT facility of €1,900,000 to be made available to the Tranche F Borrower under the Tranche F Facility Agreement;

**Tranche G Borrower** means CEPE du Haut-Languedoc s.a.r.l.;

**Tranche G Facilities** means the Tranche G1 Facility and the Tranche G2 Facility and **Tranche G Facility** shall mean either of them;

**Tranche G Facility Agreement** means the facility agreement dated on or about the date of the Common Terms Agreement between the Tranche G Borrower and the Lenders;

**Tranche G1 Facility** means the term loan facility of €36,185,148 to be made available to the Tranche G Borrower under the Tranche G Facility Agreement;

**Tranche G2 Facility** means the VAT facility of €5,100,000 to be made available to the Tranche G Borrower under the Tranche G Facility Agreement;

**Tranche H Borrower** means CEPE de Cuxac s.a.r.l.;

**Tranche H Facilities** means the Tranche H1 Facility and the Tranche H2 Facility and the **Tranche H Facility** shall mean either of them;

**Tranche H Facility Agreement** means the facility agreement dated on or about the date of the Common Terms Agreement between the Tranche H Borrower and the Lenders;

**Tranche H1 Facility** means the term loan facility of €14,371,244 to be made available to the Tranche H Borrower under the Tranche H Facility Agreement;

**Tranche H2 Facility** means the VAT facility of €1,800,000 to be made available to the Tranche H Borrower under the Tranche H Facility Agreement;

**Tranche I Borrower** means WFH;

**Tranche I Facility** means the multi-currency syndicated debt service facility of up to €14,000,000 to be made available to WFH under the WFH Facility Agreement;

**Transfer Agreement** means an agreement substantially in the form of Schedule 3 (Form of Transfer Agreement) of the Common Terms Agreement duly completed by an Existing Lender, a Future Lender and the Facility Agent;

**Transferee** means a bank or financial institution (which may or may not already be a Lender) to which a Lender transfers or seeks to transfer all or part of its rights and/or obligations in accordance with clause 31 (Changes to the Lenders) of the Common Terms Agreement but does not include a Lender who has transferred all its rights and obligations under the Common Terms Agreement;

**Turbine** means a wind turbine generator, including tower, rotor, nacelle, gearbox, generator and all associated equipment up to the point of connection to the low voltage terminals of

each wind turbine transformer;

**Utilisation** means a utilisation of a Facility;

**VAT** means any value added tax and any other tax of a similar nature or effect as provided for under the relevant legislation in the applicable jurisdiction;

**Viridian** means Viridian Energy Supply Limited, Viridian Group plc and/or Viridian Power and Energy Limited;

**WFH Facility Agreement** means the facility agreement dated on or about the date of the Common Terms Agreement between WFH and the Lenders in respect of the Tranche A Facility and Tranche I Facility;

**WFH** means RES Wind Farm Holdings Limited, a limited liability company incorporated in England and Wales with registration number 04913482;

**Wind Farms** means each of

- (a) Altahullion;
- (b) Cark;
- (c) Cuxac-Cabardès;
- (d) Dyffryn Brodyn;
- (e) Forss;
- (f) Four Burrows;
- (g) Haut Cabardès-Cabrespine;
- (h) Haut Cabardès-Pradelles;
- (i) Haut Languedoc;
- (j) Lendrum's Bridge Wind Farm;
- (k) Milane Hill and Beennageeha;
- (l) Claves;
- (m) Souleilla and Corbières;
- (n) Taurbeg; and

where applicable, any Future Wind Farm which is to be treated as a Wind Farm in accordance with clause 4.2 (Future Lenders and Future Facilities) of the Common Terms Agreement.



## 1.2 Interpretation

In this Paper Apart any reference to:

- 1.2.1 the Facility Agent, Account Bank, Lead Arranger, Finance Party, Lender, Party, Member of the Investment Committee or Security Agent shall be construed so as to include its successors in title, permitted assignees and permitted transferees;
- 1.2.2 a Finance Document or Project Document or any other agreement or instrument is a reference to that Finance Document, Project Document or other agreement or instrument as in force for the time being and as from time to time amended, restated, supplemented or novated.

## 2. Short Particulars of all the Property Charged

Lease (the **Lease**) granted by Abbey Properties Cambridgeshire Limited in favour of the Chargor dated 4 February 2002 and recorded in the Division of the General Register of Sasines applicable to the County of Caithness and registered in the Books of Council and Session on 20 May 2002 as amended by Minute of Alteration of Lease between the said Abbey Properties Cambridgeshire Limited and the Chargor dated 21 and 28 October 2002 and registered in the Books of Council and Session on 25 November 2002 of ALL and WHOLE those two circular areas of ground shown coloured red on the Plan annexed and signed as relative to the Lease and that area of ground shown coloured pink on the Plan annexed and signed as relative to the Lease which three areas form Part and Portion of ALL and WHOLE the lands part of the Estate of Murkle in the County of Caithness extending to three thousand two hundred and fifty five acres one rood and thirty nine and a half poles or thereby, being the subjects disposed by and described in Feu Disposition by the Commissioners of Woods in favour of the Board of Agriculture for Scotland dated 26 September 1924 and recorded in the Division of the General Register of Sasines applicable to the County of Caithness on 27 November 1924; TOGETHER WITH (First) the whole rights and reservations detailed in the Lease including without prejudice to the foregoing generality (One) the rights more particularly described in Part 2 of the Schedule annexed and signed as relative to the Lease; and (Two) the benefit of the Landlord's obligations set out in Clause 5 and Part 3 of the Schedule annexed and signed as relative to the Lease; and (Second) the parts, privileges and pertinents effeiring thereto; and (Third) the Chargor's whole right, title and interest present and future in and to the property secured by the Standard Security.

SW.

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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. 02924456

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A STANDARD SECURITY INTIMATED ON 4 APRIL 2005 AND DATED THE 22nd MARCH 2005 AND CREATED BY FORSS WIND FARM LIMITED. FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR ANY OTHER OBLIGOR TO ANY FINANCE PARTY UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th APRIL 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd APRIL 2005.

GRH  
DX.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —